

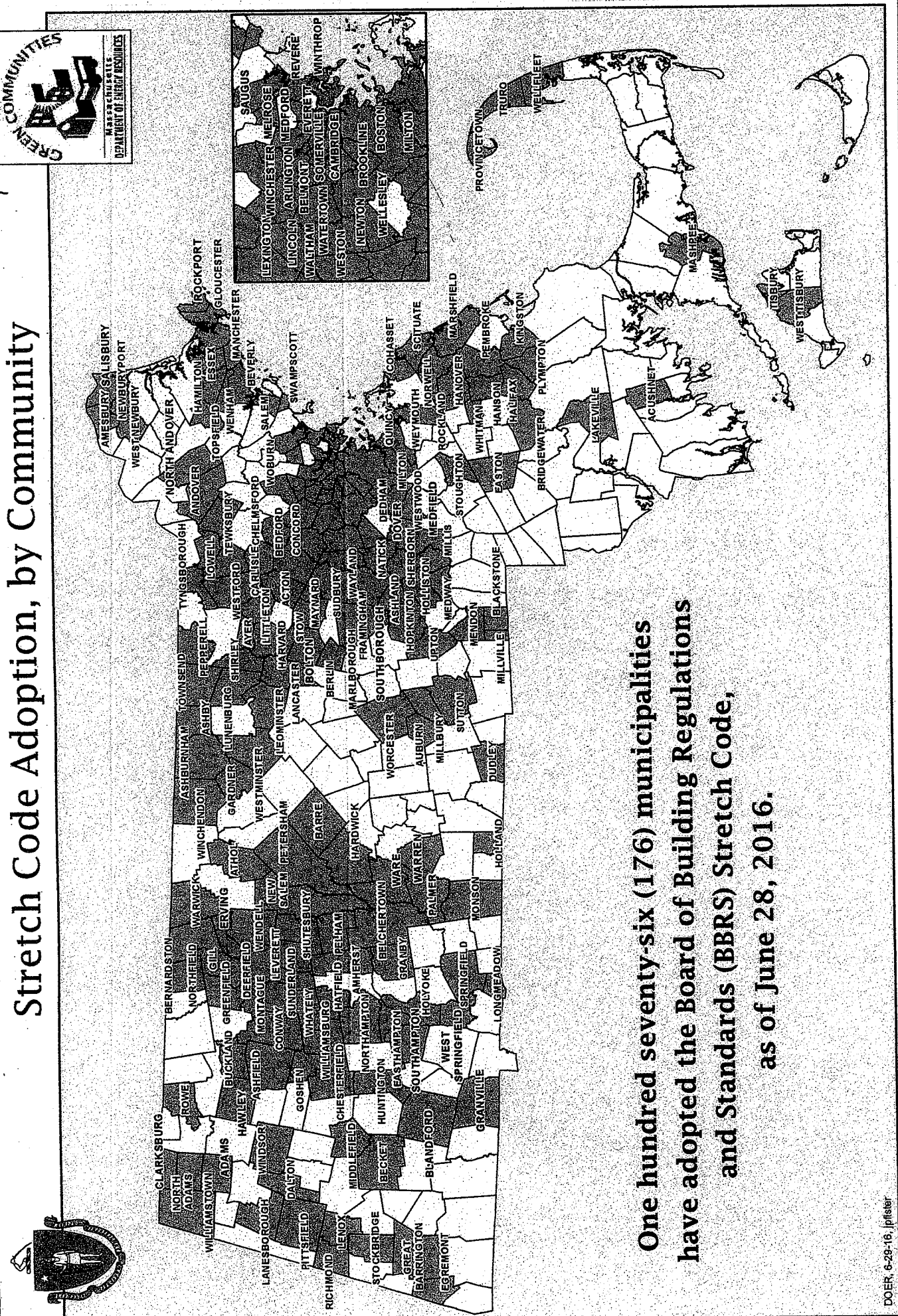
Regular Meeting

The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Library, 615 Rollstone St., Fitchburg, on September 6, 2016. The meeting was called to order by President Kushmerek at 7:09 P.M. The Clerk called the roll and eleven (11) members were present. The meeting opened with a salute to the Flag led by Councillor Bean.

PUBLIC FORUM

Public Forum

1. Mr. Nicholas Squailia, 225 Scott Rd., spoke in opposition to petition 206-16.
2. Mr. Lenny Laakso, DPW Commissioner, spoke in favor of petition 217-16 and asked that it be adopted under suspension of the rules.
3. Ms. Kelly Johnson, 168 Charles St., spoke in favor of petition 219-16 and provided the following handout.



*City of Fitchburg.*

September 6, 2016

4. Ms. Michelle St. Cyr, 200 Central Ave, spoke in support of petition 213-16 and read a letter from Alpha Ro which stated their opposition to the previously granted zoning amendment ordinance #204-16.
5. Mr. Jonathan Handler, 1296 Westminster Hill Rd., spoke in support of petition 213-16 and in opposition to the previously granted zoning amendment ordinance #204-16.

**REPORT OF COMMITTEE ON RECORDS**

The Committee on records reported the minutes of the Regular Meeting of July 19, 2016 were correctly recorded. Report accepted and minutes adopted.

**COMMUNICATIONS AND REPORTS FROM  
HEADS OF DEPARTMENTS**

1. Calvin D. Brooks, City Treasurer  
Re: 12 Foster Street



**CALVIN D. BROOKS**  
Treasurer

**City of Fitchburg**

OFFICE OF THE TREASURER

166 Boulder Drive  
Fitchburg, MA 01420

978-829-1830  
FAX 978-829-1971

August 22, 2016

16 AUG 23 08 33  
FITCHBURG CITY CLERK

Mayor Stephen L. DiNatale  
166 Boulder Drive  
Fitchburg, MA 01420

Re: 12 Foster Street  
Parcel 41-37-0 Case No. 15 TL 001515

Dear Mayor DiNatale:

Our attorney has advised that on August 4, 2016, Land Court issued judgment in the city's tax lien foreclosure case on the above property. Enclosed is a copy of the Judgment in Tax Lien Case, a tax statement, the Property Record Card, and a parcel map. This property includes both land and building. Taxes due on the property, not including interest, are \$32,396.86, and do not include FY2017 property taxes.

I believe this property is occupied. Representatives from the city will be visiting the property shortly and will be taking steps to secure and insure the property. Once the property is vacant, my intention is to auction the property in my role as custodian of tax possessions.

Thank you.

Sincerely,

Calvin D. Brooks  
Treasurer

Enc.

Cc: Council President Michael Kushmerek ✓  
Ken Wilson, Chief Assessor  
Richard Sarasin, City Auditor  
Michelle Shepard, Assistant Treasurer  
Vincent Pusateri, City Solicitor  
NICE Committee-email

Public Forum (cont)

Records

Communication

Calvin D. Brooks  
City Treasurer

Communication  
Calvin D. Brooks  
(cont)

Land Court costs \$892.89

Legal Fees \$1,765.59

[SEAL]

Re: 12 Foster St (bldgs) - Parcel ID: 0041-0037-0

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

COPY

Case No.: 15 TL 001515

JUDGMENT IN TAX LIEN CASE

City of Fitchburg

vs.

Phyllis L. Mitchell

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

**ADJUDGED and ORDERED** that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Fitchburg in Worcester County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Recorded	02/17/2010	7134	246		

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER

Deborah J. Patterson  
Recorder

Entered: August 4, 2016

City of Fitchburg,

September 6, 2016

Communication  
Calvin D. Brooks  
(cont)

08/22/2016 16:18  
791cbroo

CITY OF FITCHBURG, MA  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: 0041-0037-0

LOCATION: 12 FOSTER ST

CURRENT OWNER:  
MITCHELL, LEO J.  
MITCHELL, PHYLLIS L.  
12 FOSTER STREET  
FITCHBURG MA 01420

CURRENT STATUS:

SQ FT: 0  
LAND VALUATION: 24,400  
BUILDING VALUATION: 106,200  
EXEMPTIONS: 0  
TAXABLE VALUATION : 130,600

LEGAL DESCRIPTION:

DEED DATE: 01/01/1954 BOOK/PAGE: 747-3/51

INTEREST DATE: 08/04/2016

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2017	RE-R	8656				
	1	REAL ESTAT	710.49	710.49	.82	711.31
	2	REAL ESTAT	710.49	710.49	.00	710.49
			1,420.98	1,420.98	.82	1,421.80
2016	LIEN	277				
	1	RE TT	2,772.64	2,772.64	49.83	2,822.47
		SWRLIEN TT	25.00	25.00	.45	25.45
		SEWER TT	949.00	949.00	17.06	966.06
		SEWER TT	136.99	136.99	2.46	139.45
		WLFEE TT	50.00	50.00	.90	50.90
		WATER TT	399.04	399.04	7.17	406.21
		WTRLIEN TT	57.77	57.77	1.04	58.81
		DEMAND TT	15.00	15.00	.27	15.27
		INT TO TT	287.12	287.12	5.16	292.28
			4,692.56	4,692.56	84.34	4,776.90
			4,692.56	4,692.56	84.34	4,776.90
2015	LIEN	319				
	1	RE TT	2,746.30	2,746.30	489.97	3,236.27
		SWRLIEN TT	25.00	25.00	4.46	29.46
		SEWER TT	2,306.80	2,306.80	411.56	2,718.36
		SEWER TT	372.29	372.29	66.42	438.71
		WLFEE TT	50.00	50.00	8.92	58.92
		WATER TT	986.80	986.80	176.06	1,162.86
		WTRLIEN TT	159.52	159.52	28.46	187.98
		DEMAND TT	15.00	15.00	2.68	17.68
		INT TO TT	408.15	408.15	72.82	480.97
			7,069.86	7,069.86	1,261.35	8,331.21
			7,069.86	7,069.86	1,261.35	8,331.21

Communication  
Calvin D. Brooks  
(cont)

08/22/2016 16:18  
791cbroo

CITY OF FITCHBURG, MA  
Real Estate Tax Statement

P 2  
txtaxstm

YEAR	TYPE	BILL		BILLED	PRIN DUE	INT DUE	TOTAL DUE
	INST	CHARGE					
2014	LIEN	320					
1	RE TT			2,698.86	2,698.86	914.51	3,613.37
	SWRLIEN TT			25.00	25.00	8.47	33.47
	SEWER TT			956.70	956.70	324.18	1,280.88
	SEWER TT			148.25	148.25	50.23	198.48
	WLFEE TT			50.00	50.00	16.94	66.94
	WATER TT			410.88	410.88	139.23	550.11
	WTRLIEN TT			62.36	62.36	21.13	83.49
	DEMAND TT			15.00	15.00	5.08	20.08
	INT TO TT			273.58	273.58	92.70	366.28
				4,640.63	4,640.63	1,572.47	6,213.10
				4,640.63	4,640.63	1,572.47	6,213.10
2013	LIEN	314					
1	RE TT			2,602.23	2,602.23	1,296.99	3,899.22
	SWRLIEN TT			25.00	25.00	12.46	37.46
	SEWER TT			1,045.60	1,045.60	521.14	1,566.74
	SEWER TT			141.16	141.16	70.36	211.52
	WLFEE TT			50.00	50.00	24.92	74.92
	WATER TT			507.33	507.33	252.86	760.19
	WTRLIEN TT			69.68	69.68	34.73	104.41
	DEMAND TT			15.00	15.00	7.48	22.48
	INT TO TT			287.06	287.06	143.08	430.14
				4,743.06	4,743.06	2,364.02	7,107.08
				4,743.06	4,743.06	2,364.02	7,107.08
2012	LIEN	263					
1	RE TT			2,517.90	2,517.90	1,661.14	4,179.04
	SWRLIEN TT			25.00	25.00	16.49	41.49
	SEWER TT			350.05	350.05	230.94	580.99
	SEWER TT			41.77	41.77	27.56	69.33
	WLFEE TT			50.00	50.00	32.99	82.99
	WATER TT			340.28	340.28	224.49	564.77
	WTRLIEN TT			41.69	41.69	27.50	69.19
	DEMAND TT			15.00	15.00	9.90	24.90
	INT TO TT			218.41	218.41	144.09	362.50
				3,600.10	3,600.10	2,375.10	5,975.20
				3,600.10	3,600.10	2,375.10	5,975.20
2011	LIEN	297					
1	RE TT			2,295.54	2,295.54	1,874.69	4,170.23
	SWRLIEN TT			25.00	25.00	20.42	45.42
	SEWER TT			415.28	415.28	339.14	754.42
	SEWER TT			50.38	50.38	41.14	91.52
	WLFEE TT			50.00	50.00	40.83	90.83
	WATER TT			386.78	386.78	315.87	702.65
	WTRLIEN TT			44.09	44.09	36.01	80.10

City of Fitchburg

September 6, 2016

Communication  
Calvin D. Brooks  
(cont)

08/22/2016 16:18 791cbroo DEMAND TT 15.00 15.00 12.25 27.25  
CITY OF FITCHBURG, MA P 3  
Real Estate Tax Statement txtaxstm

YEAR TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
	INT TO TT	224.75	224.75	183.55	408.30
		3,506.82	3,506.82	2,863.90	6,370.72
		3,506.82	3,506.82	2,863.90	6,370.72

2010 LIEN	267				
1	RE TT	2,284.41	2,284.41	2,233.11	4,517.52
	SWRLIEN TT	25.00	25.00	24.44	49.44
	SEWER TT	133.42	133.42	130.42	263.84
	SEWER TT	8.80	8.80	8.60	17.40
	WLFEE TT	50.00	50.00	48.88	98.88
	WATER TT	91.92	91.92	89.86	181.78
	WTRLIEN TT	6.06	6.06	5.92	11.98
	DEMAND TT	15.00	15.00	14.66	29.66
	INT TO TT	182.41	182.41	178.31	360.72
		2,797.02	2,797.02	2,734.20	5,531.22
		2,797.02	2,797.02	2,734.20	5,531.22

2009 LIEN	20090470				
1	RE TT	1,101.81	1,101.81	1,140.34	2,242.15
	DEMAND TT	15.00	15.00	15.52	30.52
	ADVERT TT	13.00	13.00	13.45	26.45
	RECORD TT	75.00	75.00	77.62	152.62
	INT TO TT	142.00	142.00	146.97	288.97
	REDEMPT TT	78.00	78.00	.00	78.00
		1,424.81	1,424.81	1,393.90	2,818.71
		1,424.81	1,424.81	1,393.90	2,818.71

GRAND TOTALS 33,895.84 33,895.84 14,650.10 48,545.94  
- 78.00  
- 1,420.98  
\$ 32,396.86

Communication  
Calvin D. Brooks  
(cont)

Unofficial Property Record Card

Page 1 of 1

Unofficial Property Record Card - Fitchburg, MA

General Property Data

Parcel ID 41-37-0	Account Number
Prior Parcel ID -47.441-0.01757	Property Location 12 FOSTER ST
Property Owner MITCHELL, LEO J.	Property Use 3 FAMLY
MITCHELL, PHYLLIS L.	Most Recent Sale Date 1/1/1954
Mailing Address 12 FOSTER STREET	Legal Reference 747-351
City FITCHBURG	Grantor N/A
Mailing State MA Zip 01420	Sale Price 1
ParcelZoning RC	Land Area 0.181 acres

Current Property Assessment

Land Value 24,400	Building Value 103,800	Total Value 130,600
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Building Description

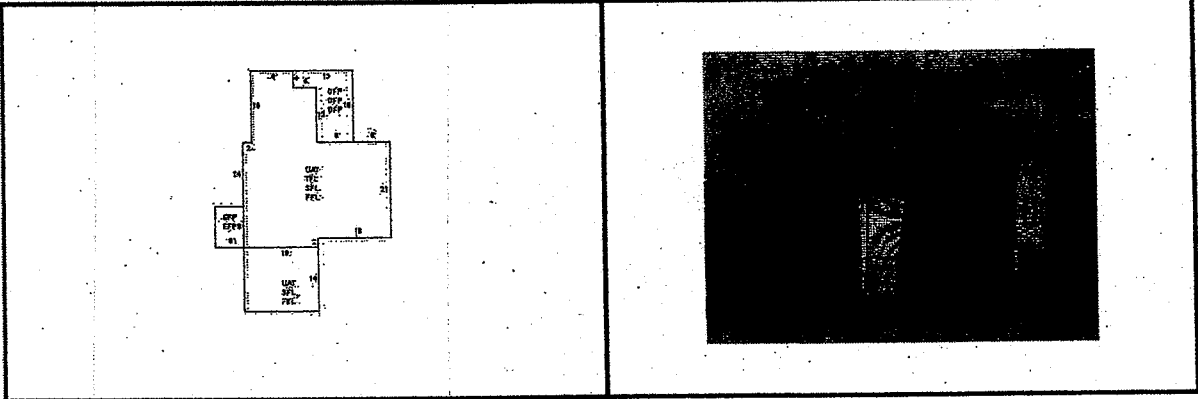
Building Style 3 FAMILY	Foundation Type MASONRY	Flooring Type CARPET
# of Living Units 3	Frame Type WOOD	Basement Floor N/A
Year Built 1920	Roof Structure GABLE	Heating Type FORCED H/A
Building Grade AVERAGE	Roof Cover ASPHALT SH	Heating Fuel OIL
Building Condition Average	Siding VINYL	Air Conditioning 0%
Finished Area (SF) 3172	Interior Walls DRYWALL	# of Bsmt Garages 0
Number Rooms 12	# of Bedrooms 3	# of Full Baths 3
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

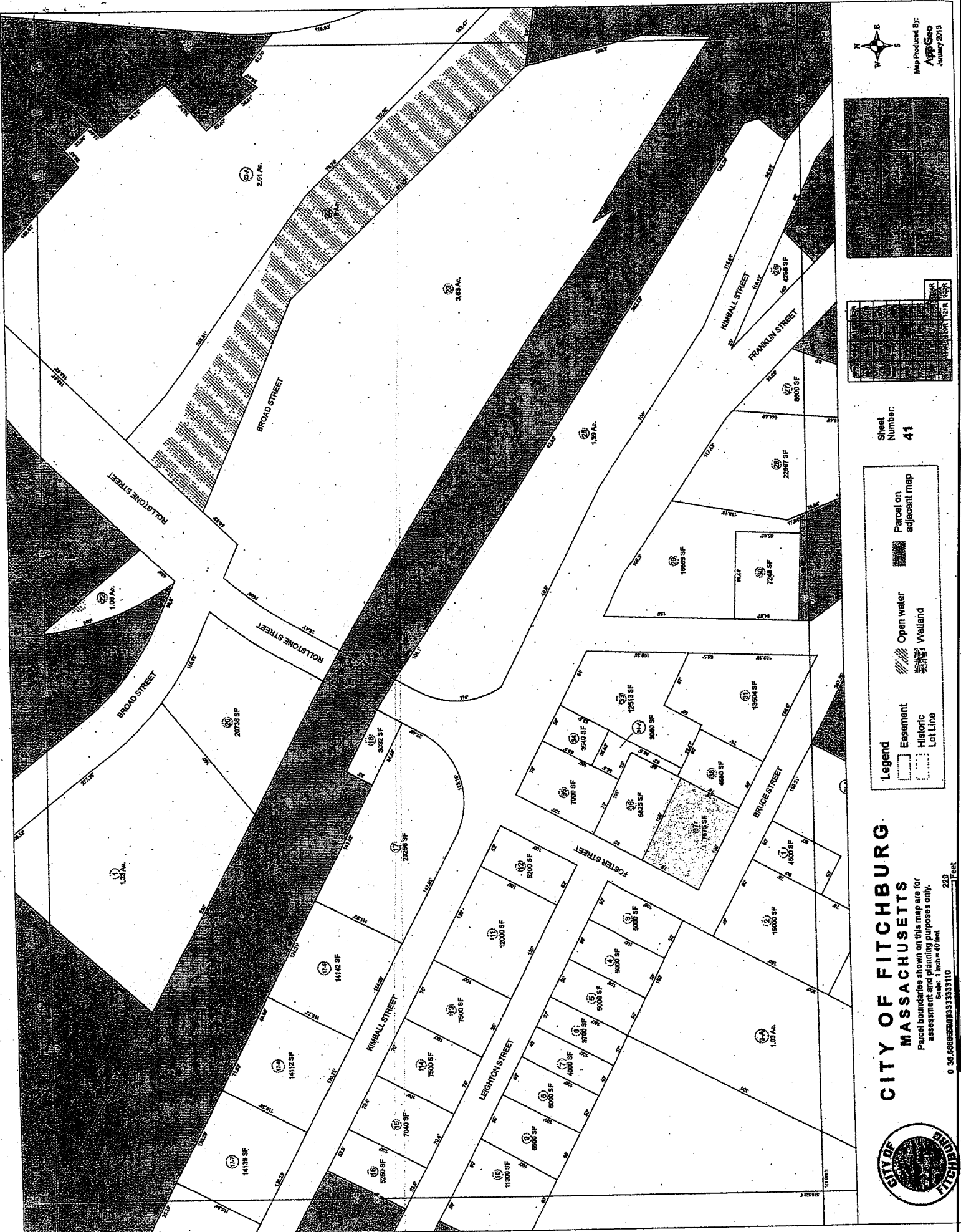
This property contains 0.181 acres of land mainly classified as 3 FAMILY with a(n) 3 FAMILY style building, built about 1920 , having VINYL exterior and ASPHALT SH roof cover, with 3 unit(s), 12 room(s), 3 bedroom(s), 3 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

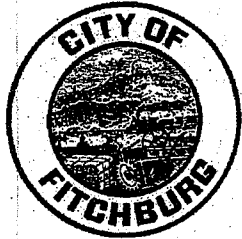
Communication  
Calvin D. Brooks  
(cont)



Communication read and placed on file in the City Clerk's Office.

Communication  
Mary A. Delaney  
Chief Procurement  
Officer

2. Mary A. Delaney, Chief Procurement Officer  
Re: A parcel of land on Main Street identified in the City  
Assessor's records as Map 56, Block 28, Lot A.



Mary A. Delaney  
Chief Procurement Officer

Christopher Bradley  
Deputy Procurement Officer

FITCHBURG CITY CLERK

16 AUG 31 15 56

Fitchburg City Council  
c/o City Clerk Anna M. Farrell  
166 Boulder Drive  
Fitchburg, MA 01420

Dear Honorable Members of the City Council,

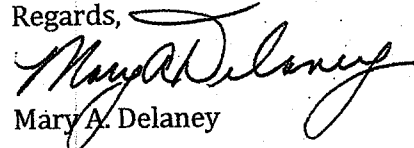
On August 18, 2016 at 1:00 p.m., bids were opened for the sale of a parcel of land located on Main Street identified in the City Assessors records Map 56, Block 28, Lot A. Said parcel had previously been declared surplus and available by City Council vote, and a Deed Covenant placed on the sale of the property.

One bid was received from William Hay Real Estate Inc., in the amount of five hundred dollars (\$500.00), accompanied by the requisite deposit and administrative fee. I find the bid documents to be in order and acceptable.

In accordance with City Ordinance, Chapter 14, Article I, § 14-2 (F), qualified bids shall be referred to the Property Committee for deliberation and vote on the bid received, with a subsequent recommendation to the City Council; therefore, supporting documentation is attached and provided.

I would be happy to provide additional information if needed.

Regards,

  
Mary A. Delaney

CC: Mayor Stephen L. DiNatale  
Anna M. Farrell, City Clerk  
Vincent Pusateri, City Solicitor

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

6/28/2016

Main St - Google Maps



<https://www.google.com/maps/@42.5817412,-71.7922865,3a,75y,167.86h,91.08t/data=!3m6!1e1!3m4!1sbMY7JcxHG2aa169UUhABAP2e0T7133121866561m11e1>

5612814

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

**REQUEST FOR PROPOSALS  
CITY OF FITCHBURG REAL PROPERTY DISPOSAL**

**DUE DATE:** August 9, 2016

**DUE TIME:** 2:00 pm local time

The City of Fitchburg, through its Office of the Chief Procurement Officer, will accept sealed proposals for the sale of the following City property:

**STREET ADDRESS:** Main Street, Assessors Map 56/28A

**TOTAL SQUARE FEET:** 9,775

**ASSESSED VALUE:** See attached Assessors Memorandum dated 7/19/2016

This property has been declared to be surplus to the needs of the City, and will be sold to the person submitting the highest proposal and/or the proposal of equivalent value in the best interest of the City, subject to the provisions of M.G.L. Chapter 30B, Section 16, and approval by the City Council.

**SPECIAL PROVISIONS AND REUSE RESTRICTIONS:**

Parcel will be sold "as is" with no guarantees for further construction and/or improvements.

Proposers should be aware of zoning regulations for the particular area. Further information may be obtained about property by contacting the Office of the City Assessor. Allowed uses will be according to the Zoning Ordinance.

All costs and responsibilities for permits, site plan approval and releases for any easements, covenants, or any other restrictions that may be present on the property will be the responsibility of the buyer including but not limited to any municipal, state or federal provisions.

The following person(s) shall not be qualified to be the successful bidder: any person currently delinquent in paying his/her own personal taxes or other charges to the City of Gardner and/or any person who was the subject to a tax title foreclosure by the City of Gardner.

Subject property has a deed restriction which restricts the future use of the land by requiring it to be maintained as a green, and open space. The restriction further states that the lot shall not constitute a separate building lot.

**HOW TO SUBMIT YOUR PROPOSAL:**

- PROPOSALS MAY BE SUBMITTED ON THE ATTACHED FORM OR MAY BE CLEARLY WRITTEN ON PAPER AND SIGNED BY THE PROPOSER.
- THE PROPOSER'S NAME, ADDRESS AND TELEPHONE NUMBER SHALL BE INCLUDED IN THE SUBMITTAL.
- PROPOSALS MUST BE SUBMITTED IN SEALED ENVELOPES.
- MAIL PROPOSALS TO THE OFFICE OF THE CHIEF PROCUREMENT OFFICER, 166 BOULDER DRIVE, FITCHBURG, MA 01420, **OR**;
- DELIVER PROPOSALS IN PERSON TO THE ABOVE LOCATION AT CITY HALL.
- CLEARLY INDICATE THE 1) TITLE, 2) PROPOSER'S NAME AND ADDRESS ON THE ENVELOPE COVER.
- FAXED OR ELECTRONIC PROPOSALS WILL NOT BE CONSIDERED.
- LATE REQUESTS FOR PROPOSALS WILL NOT BE CONSIDERED.

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

**REQUEST FOR PROPOSAL REQUIREMENTS:**

1. **ADMINISTRATIVE FEE:** All proposals shall be accompanied by a non-refundable administrative fee of \$175.00.
2. **PROPOSAL DEPOSIT:** Each proposal shall be accompanied by a refundable deposit in the form of a **certified check** made out to the **City of Fitchburg** in the amount of **five percent (5%)** of the proposal.

**RESULTS:**

Results shall be referred to the City Council Real Property Committee for approval and submittal to Fitchburg City Council. The successful Proposer shall be notified upon City Council approval, and sales proceedings shall commence under the direction of the Assistant City Solicitor. Proposal deposits shall be returned by mail to unsuccessful Proposers by the Assistant City Solicitor.

**FORFEITURE PROVISIONS:**

No proposals may be withdrawn for a period of **30** days after the scheduled opening of proposals. The successful Proposer shall be required to sign a Purchase and Sale Agreement within ten (10) business days of the date of acceptance by City Council. If the successful Proposer withdraws his/her proposal, or fails or refuses to execute required documents, pay the proposed purchase price or otherwise perform his/her obligations, the deposit shall be forfeited to the City of Fitchburg.

**CHAPTER 7, SECTION 40J COMPLIANCE:**

Pursuant to the requirements of MGL Chapter 7, Section 40J, the successful Proposer may be required to submit a statement to the Deputy Commissioner of the Division of Capital Asset Management signed under penalties of perjury, listing the true names and addresses of all persons who will have a direct or indirect beneficial interest in this property.

The property described as set forth herein will be conveyed by release deed agreement without covenant or warranty. Conveyance, subject to the notice requirements of MGL Chapter 30B, Section 16, will occur not later than sixty (60) days from the date of the proposal's acceptance by the City Council, at which time the purchase price shall be delivered by the successful Proposer. The successful Proposer shall conform to all applicable city and state building and land use codes in the improvement of this property. Purchaser shall be responsible for paying any costs of conveyance including but not limited to excise tax stamps and recording fees. Purchaser is also required to pay a pro forma tax, pursuant to MGL Chapter 44, Section 63A. City Council reserves the right to reject any and all Requests for Proposals for city property.

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

**CITY OF FITCHBURG****ASSESSOR'S OFFICE****FITCHBURG, MASSACHUSETTS 01420**

Kenneth Wilson, MAA  
Christopher Paquette, MAA  
Jerri Lynn Maillet

July 19, 2016

Mary Delaney, Chief Procurement Officer  
City of Fitchburg, Massachusetts

Dear Mary:

At your request I have made a thorough examination, investigation and analysis for the purpose of estimating the fair market value of city owned property located at the lower end of Main Street, adjacent to the Mart Garage. Informally known as "Harvey's Park."

The function of this analysis is to provide a statement of value for the purpose of disposal of the property in referral to the bidding process, in accordance with The Code of the City of Fitchburg, Article 1, Section 14.

The property is legally entitled to The City of Fitchburg and is identified in the City Assessors records "Map 56 Block 28 Lot A." The property is a portion of a larger parcel of land of the City of Fitchburg described in City of Fitchburg Engineering Department, Plan reference 17-E-8484. The subject lot is also described in a plan recorded in The North Worcester County Registry of Deeds, Plan Book 380 Page 7.

The subject property is a level, irregular shaped vacant lot consisting of 9,775 square feet and is located within the Central Business District zone. It was once part of a larger parcel of land of the City of Fitchburg and was split out to accommodate for the extension of Hayden Passway and the widening of Main Street as part of the Montachusett Regional Transit authority project. The property is located on the south side of Main Street and bounded by Hayden Passway on the west side and south side and abuts the property owned by William Hay Real Estate, Inc. on the east side. The property has limited access because of its location along the radius of the passway.

In the process of formulating an opinion of value an analysis was done to determine the highest and best use and the market potential of the property. Elements considered in the analysis were the size and shape of the lot, functionality and utility, access, marketability, demand and current economic conditions, and zoning requirements.

At a previous meeting of the City Council, a vote was taken to dispose of the property. It was then referred to the City Purchasing department for disposition. The City Property Committee placed a significant restriction in the form of a Deed Covenant on the sale of the property. This restriction which runs with the land, restricts the future use of the land. Under the proposed restriction, the property is to be "maintained as a green, and open space." The restriction further states that the lot "shall not constitute a separate building lot and shall be combined, for purposes of future conveyances with the abutting property of the grantee."

166 Boulder Drive, Fitchburg, Massachusetts 01420  
Phone (978) 829-1860 – Fax (978) 829-1960

*City of Fitchburg,*.....September 6, 2016

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

Due to the subject properties' size and shape the property, as situated has limited functionality even without the proposed restriction it may be difficult to find any suitable purchaser. When these factors are combined with the restrictions set forth by the recent City Council vote, the subject property's marketability becomes extremely limited. In fact, because the proposed restriction includes language that may require the parcel to be "combined" with "abutting property of the grantee"

Although the proposed deed restriction makes perfect sense to me given the history of this property, the problems associated with this property and the desire for this property to remain as open space, this restriction limits the future use of the property and severely limits the pool of prospective purchasers of the property.

As a result of my investigation and analysis, it is my opinion that, as of July 19, 2016, if the property was offered for sale through the bidding process required by City Ordinance the offer would be less than \$5,000.

Sincerely,



Kenneth J. Wilson  
Chief Assessor

166 Boulder Drive, Fitchburg, Massachusetts 01420  
Phone (978) 829-1860 – Fax (978) 829-1960

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

RESPONDENT SHALL CERTIFY TO THE FOLLOWING, BY SIGNING IN APPROPRIATE AREAS INDICATED BELOW:

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

WILLIAM HAY REAL ESTATE INC  
COMPANY NAME8/5/2016  
DATERobert S. Hay PRESIDENT  
BY: SIGNATURE AND TITLEROBERT S. HAY  
PRINT NAME

## STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that, ROBERT S. HAY to the best of my knowledge and belief, has complied with all laws  
(Name of bidder)

of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

WILLIAM HAY REAL ESTATE INC  
COMPANY NAME8/5/2016  
DATERobert S. Hay PRESIDENT  
BY: SIGNATURE AND TITLE

SSN (voluntary) OR FEDERAL ID#

Approval of a contract or other agreement shall not be granted unless this certification clause is signed by the applicant.

Your social security number shall be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency shall not have a contract or other agreement issued, renewed or extended.

## CERTIFICATE OF AUTHORITY

ROBERT S. HAY PRESIDENT, representative for this  
(Name and title)

company is authorized to execute contracts related to this solicitation from the City of Fitchburg. Such execution of the contract by this representative shall be valid and binding upon the below listed firm.

WILLIAM HAY REAL ESTATE INC  
COMPANY NAME8/5/2016  
DATERobert S. Hay  
BY: SIGNATUREROBERT S. HAY  
PRINT NAME

Please Submit this Page with Your Proposal

City of Fitchburg,

September 6, 2016

Communication (cont)

Mary A. Delaney  
Chief Procurement  
Officer

REQUEST FOR PROPOSAL FORM

CITY PROPERTY

MAIN STREET (AKA HARVEY'S PARK)

I, ROBERT S. HAY, hereby propose the sum of  
(Name of Proposer - Please Print)

\$ 500.00, for the aforementioned property in accordance

with the provisions and procedures of the City of Fitchburg Real Property Disposal

Request for Proposals, M.G.L. Chapter 30B, Section 16, and M.G.L. Chapter 7, Section 40J.

Robert S. Hay  
(Signature of Proposer)

54 LAKE DRIVE WEST  
(Address Line 1)

PO BOX 165  
(Address Line 2)

WESTMINSTER MA 01473-0165  
(City) (State) (Zip)

978-790-3709  
(Telephone Number including Area Code)

Communication read and placed on file in the City Clerk's  
Office.

## Communication

Andrew Cordio  
ChairFitchburg Comm.  
on Energy and  
Environment

## COMMUNICATIONS: OTHER

1. Andrew Cordio, Chair, Fitchburg Commission on Energy and Environment  
Re: Green Communities

To: City of Fitchburg City Councilors  
From: Fitchburg Commission on Energy and Environment  
Re: The Massachusetts Green Communities program  
Date: August 22, 2016

FITCHBURG CITY CLERK

16 AUG 22 10 57

Dear City of Fitchburg Councilors:

Residents, businesses, and city officials in 155 Massachusetts cities and towns are seeking out smarter energy solutions that will reduce their long-term energy costs and strengthen their local economies. These communities are part of the Green Communities program, a division of the Massachusetts Department of Energy and Environmental Affairs. Cities and towns designated as Green Communities receive technical assistance and are eligible for significant state grant funding. According to the Green Communities website, in 2015 nearly \$29 million in Green Community grants were already at work in 136 communities, with more than \$3 million in additional grants for energy projects in the newest 19 designated communities.

This statewide effort was born out of the 2008 Massachusetts Green Communities Act. This Act is designed to provide Massachusetts resident, businesses, and municipalities with energy savings, stimulate new innovation and investment in new renewable energy technologies, and boost economic growth in the Commonwealth.

The Commission on Energy and the Environment has met with representatives of the Green Communities program and reviewed the guidelines for Fitchburg to become a Green Community. The Committee understands that this program will require some rethinking of our current energy-related practices; however, we feel that the long-term results of these changes make sound business sense for residents, businesses and the city. The Green Communities designation also demonstrates local energy leadership that may attract new residents and businesses to Fitchburg.

As of December, 2015, all of Fitchburg's neighboring cities/towns have become Green Communities, including: Lunenburg, Ashby, Townsend, Shirley, Leominster, Harvard, Lancaster, Westminster, Gardner and Ashburnham.

The Department of Energy and Environmental Affairs is available to address the City Council, to provide additional information and answer any questions. Please also consider the Commission as a resource in this initiative. We are happy to assist in any capacity.

Below, please find the contact information for Kelly Brown, the Regional Coordinator, and the link to the Green Communities Website.

Kelly Brown - Central Region  
kelly.brown@state.ma.us  
Phone (508) 767-2703  
Mobile (617) 780-8144

<http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities/>

We look forward to your support in moving Fitchburg forward as a Green Community. Any support the Council needs from our Commission is encouraged.

Regards,

Andrew Cordio

Chair, Fitchburg Commission on Energy and the Environment

Communication read and placed on file in the City Clerk's  
Office.

*City of Fitchburg,*

September 6, 2016

Communication

Mullaney & Lund

2. Mullaney & Lund

Re: Notice of intent to sell and convert use of classified forest land.

**Mullaney & Lund**

54 Main Street  
Suite 201  
Leominster, MA 01453

Thomas J. Mullaney  
Christian W. Lund \*  
\* Also admitted in New Hampshire

FITCHBURG CITY CLERK  
16 JUL 18  
Tel. 978-840-1300  
Fax 978-840-1305  
10 12

July 15, 2016

Office of the City Council  
City of Fitchburg  
c/o City Clerk's Office  
166 Boulder Drive - Suite 108  
Fitchburg, MA 01420

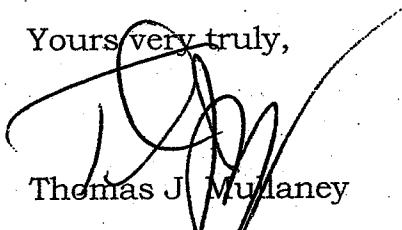
M.G.L. c. 61 sec. 8  
**NOTICE OF INTENT TO SELL AND CONVERT  
USE OF CLASSIFIED FOREST LAND**

Notice is hereby given of intent to sell the land described herein, presently classified as forest land pursuant to Mass. General Laws, Chapter 61. (See recorded copies of Classified Tax Liens attached hereto.)

The land is to be sold to Energy Development Partners LLC pursuant to a purchase and sale agreement dated January 28, 2016, for a sale price of One Million Six Hundred Thousand Dollars (\$1,600,000.00). A certified copy of that agreement is attached hereto. Energy Partners LLC intends to convert the property for use as a solar power generation facility to include installation upon the premises of solar panels and associated equipment.

The land to which this Notice relates to is identified in the attached Exhibit A - Property Description, and the relevant Assessor's Maps are attached as Exhibit B. All of the parcels set out in Exhibit A are to be sold in their entirety, the total acreage being approximately 243.80 acres. No land other than the land presently held in Forest Classification is to be included in the sale, excepting only those portions of the described parcels which extend into the Town of Lunenburg.

Yours very truly,

  
Thomas J. Mullaney

Communication  
(cont)

Mullaney & Lund

Board of Assessors 7/11/16  
70 Main St. Fitch

STATE TAX FORM CL-3  
(REV. 10/93)

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

BK 4909 Pg 341 #33079  
08-22-2003 @ 01:41P

THE COMMONWEALTH OF MASSACHUSETTS

FITCHBURG

NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS

CLASSIFIED FOREST - AGRICULTURAL OR HORTICULTURAL -  
RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of FITCHBURG hereby  
states it has accepted and approved the application of Bingham Farm (BF) Realty Trust  
Trustees: Carol A. Hartwell, Donald E. Bingham, JR., David R. Bingham  
536 New West Townsend Road, Lunenburg, Ma. 01462

owner(s) of the real property described below, for the valuation, assessment and taxation of that property as  
classified forest ☐ agricultural or horticultural ☐ recreational ☐ land under the provisions of General Laws  
Chapter 61 ☐ 61A ☒ 61B ☐. This classification is effective as of January 1, 182003 for the fiscal year beginning  
July 1, 182003

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate  
of Title Number and the Registry Volume and Page must be given.)

Map S16 BLK 1 LOT 0 (Shown on Map 71R) 550 Kendall Road

Map S19 BLK 34 LOT 0 (Shown on Map 71R) 0 Pearl Hill Road

Map S31 BLK 8 LOT 0 (Shown on Map 80R) 0 New West Townsend Road

Property Located under Book: 2299 Page: 114 Dated: 11-19-92

This statement made on the August day of 22, 182003  
constitutes a lien upon the property as provided in General Laws Chapter 61 §2 ☐ 61A §9 ☒ 61B §6 ☐.

Thomas C. Caputo  
Keneth J. Walsh

BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

ss.

Then personally appeared the above named Thomas Caputo / Keneth J. Walsh  
Board of Assessors for the city/town of Fitchburg and acknowledged the foregoing  
instrument to be their free act and deed, before me.

My commission expires Aug 22, 19 2009

Janetle Owen  
NOTARY PUBLIC/JUSTICE OF THE PEACE

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: NO. WORC. REGISTRY OF DEEDS  
JOHN B. McLAUGHLIN, REGISTER

City of Fitchburg,

September 6, 2016

Communication  
(cont)

Mullaney & Lund

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

STATE TAX FORM CL-3  
(REV. 10/93)

PK 4989 P3343 533081  
08-22-2003 @ 01:42p

THE COMMONWEALTH OF MASSACHUSETTS

FITCHBURG  
NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS

**CLASSIFIED FOREST - AGRICULTURAL OR HORTICULTURAL -  
RECREATIONAL LAND TAX LIEN**

The Board of Assessors of the city/town of Fitchburg hereby  
states it has accepted and approved the application of Bingham, Donald E. JR.

227 Stickney Road, Fitchburg, Ma. 01420

owner(s) of the real property described below, for the valuation, assessment and taxation of that property as  
classified forest ☐ agricultural or horticultural ☐ recreational ☐ land under the provisions of General Laws  
Chapter 61 ☒ 61A ☐ 61B ☐. This classification is effective as of January 1, 192003 for the fiscal year beginning  
July 1, 192003

**DESCRIPTION OF PROPERTY**

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate  
of Title Number and the Registry Volume and Page must be given.)

MAP S12 BLK 4 LOT 0 (SHOWN ON MAP 71R) - Townsend St., Fitchburg, Ma. 01420

MAP S31 BLK 12 LOT 0 (SHOWN ON MAP 71R) - Townsend St., Fitchburg, Ma. 01420

Property Located under Book: 4033 Page: 360 Dated: 12-21-01

This statement made on the August day of 22, 192003  
constitutes a lien upon the property as provided in General Laws Chapter 61 §2 ☒ 61A §9 ☐ 61B §6 ☐.

Thomas R. Caputo  
Kenneth J. Latham

BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

SS.  
Then personally appeared the above named Thomas Caputo / Kenneth J. Latham,  
Board of Assessors for the city/town of Fitchburg and acknowledged the foregoing  
instrument to be their free act and deed, before me.

My commission expires May 22, 192009

Christelle Owen  
NOTARY PUBLIC/JUSTICE OF THE PEACE

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: NO. WORC. REGISTRY OF DEEDS  
JOHN B. McLAUGHLIN, REGISTER

Communication  
(cont)

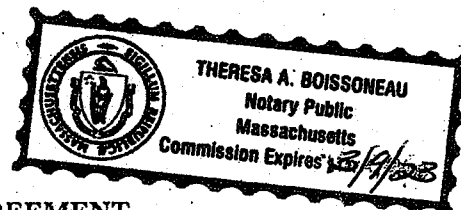
Mullaney &amp; Lund

01/28/2016 4:40 PM FAX 6036723747

BINGHAM LUMBER

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Certified as a true copy:

  
Notary Public

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 28<sup>th</sup> day of January, 2016, by and between BF Realty Trust and 2010 Donald Bingham Revocable Trust (collectively, "Seller") and Energy Development Partners, L.L.C., a Rhode Island limited liability company ("Purchaser").

WHEREAS, Seller is the owner of approximately 247 acres of land located in Fitchburg, Massachusetts, as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Purchaser is interested in purchasing the Property in order to develop a solar facility together with related site improvements (the "Intended Use" or the "Project"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property for development of the Project, pursuant to the terms, provisions and conditions herein,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the premises, the mutual covenants and conditions set forth herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereby agree as follows:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Subject to the terms and conditions herein contained Seller agrees to sell and Purchaser agrees to purchase the Property and all rights, appurtenant thereto for utilities, ingress and egress or other appurtenant rights as described in Exhibit A.

1.2 The Property shall include all privileges, rights, easements and appurtenances belonging to such land and right, title and interest (if any) of Seller in and to any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of Seller in all mineral rights appurtenant to such land.

2. PURCHASE PRICE AND DEPOSIT PAYMENTS.

2.1 The purchase price for the Property shall be ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000) (the "Purchase Price") payable in full at the date set for delivery of the deed (the "Closing") established in Paragraph 9, subject to adjustments as hereinafter provided.

2.2 Purchaser shall pay to Seller deposit sums, to be credited toward the Purchase Price at Closing, pursuant to the following schedule:

\$5000.00 payable on or before the 30<sup>th</sup> day following the Effective Date;

\$5000.00 payable on or before the 90<sup>th</sup> day following the Effective Date;



DEC

Communication  
(cont)

Mullaney &amp; Lund

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\$5000.00 payable on or before the 180<sup>th</sup> day following the Effective Date;  
and,

\$5000.00 payable on or before the 270<sup>th</sup> day following the Effective Date  
(collectively, the "Deposit").

2.3 The Deposit paid hereunder shall immediately and irrevocably become the property of the Seller and shall be non-refundable to Purchaser, excepting only in case of a Seller default; to which the provisions of Paragraph 11.1 shall apply.

### 3. TITLE AND SURVEY

3.1 Title to the Property shall be conveyed to Purchaser at Closing in fee simple by Massachusetts Quitclaim Deed, free and clear of any and all liens, claims, encumbrances, mortgages, deeds of trust, and security interests but subject to all Permitted Exceptions.

3.2 Purchaser shall obtain a Commitment for Title Insurance (the "Title Commitment") from a title company (the "Title Company"), committing to insure upon the payment of a requisite premium at standard rates that Purchaser shall own good, clear record and marketable fee simple title to the Property, subject only to the Permitted Exceptions, as defined herein. Purchaser, upon receipt of the Title Commitment, shall promptly forward a complete copy of the Title Commitment to Seller. Purchaser shall also have the right to obtain a survey ("Survey") covering the Property. Purchaser shall have until the expiration of the Feasibility Study Period, as defined herein below, within which to object, by written notice to Seller ("Purchaser's Title Objection Notice"), to any exceptions to title set forth in the Title Commitment or in the Survey. Purchaser shall be deemed to approve of any exceptions contained in the Title Commitment, as of its date to which Purchaser does not object in Purchaser's Title Objection Notice. In the event that Purchaser shall object to any exceptions to title or in the Survey, Seller shall be deemed to have agreed to cure such defect or to remove such objection at or before the Closing, provided, however, that Seller shall have seven (7) Business Days from the date of Purchaser's Title Objection Notice by a response notice to Purchaser ("Seller's Response Notice") to decline to cure objections to title. In the event that Seller shall exercise its rights to decline to cure a defect contained in Purchaser's Title Objection Notice, then the Feasibility Study Period shall be deemed to be extended until a date seven (7) days after Seller's Response Notice, during which extended time Purchaser may terminate this Agreement pursuant to Paragraph 5.2 with the same effect as if this Agreement had been terminated during the Feasibility Study Period prior to its extension. Seller shall in any event be obligated to remove or cure any objections which are monetary liens.

3.3 The term "Permitted Exceptions", as used herein, shall mean (i) the lien of real estate taxes not yet due and payable, (ii) all matters revealed in the Title Commitment obtained by Purchaser and approved or deemed approved by Purchaser as provided in Paragraph 3.2, (iii) all existing building, zoning and other city, state, county or federal laws, codes and

Communication  
(cont)

Mullaney &amp; Lund

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regulations affecting the Property, and (iv) any title exception created directly by any act or omission of Purchaser or its representatives, agents, employees or invitees.

4. DOCUMENTS.

Immediately upon execution of this Agreement, and thereafter promptly as the same come into Seller's possession or control until Closing, Seller shall deliver to Purchaser or otherwise provide, as appropriate, a completely legible copy of the following documents and information relating to the Property, if such documents and information are in the possession or control of Seller: all environmental reports (including information regarding underground fuel storage tanks); geotechnical information for the site; title update including title insurance policy; any deed restrictions or easements; all surveys or site plans; site/civil, architectural and engineering plans prepared for any previously proposed development the Property; any documentation or plans related to wetlands, water-related setbacks, restrictions of uses including any Order of Conditions, certificates of compliance, violation notices or other items; any traffic or curb cut information available including restrictions on access, any direct or indirect highway access permits or required off-site mitigation and improvements; any documentation related to historic use and restrictions; any reports or information regarding utility availability or lack of availability including sewer, water, electric, gas and cable TV; all permits and approvals issued previously for the Property; all notices of any claims by any person or governmental authority relating in any way to the Property; and any and all other contracts, permits, licenses, agreements, plats, architectural drawings, zoning materials, access and traffic studies, engineering studies; any and all existing, proposed or proffered conditions and agreements accepted and agreed to by Seller (or any predecessor in title to Seller if such documents are in the possession of Seller) as a condition to development of the Property; any and all applications or submissions made to, approvals granted by and correspondence with the City of Fitchburg, the Massachusetts Department of Environmental Protection, and all other federal, state, and local agencies with regard to the Property; any and all development plans, bills or correspondence relating to real estate taxes or assessments (each and collectively, the "Seller's Documents"). Seller may prepare a list of the Seller's Documents delivered to Purchaser, which Purchaser agrees to review and confirm delivery of all appropriate items. Until Closing, all materials delivered to Purchaser shall remain the property of Seller, and if Closing does not take place for any reason other than the breach of this Agreement by Seller, Purchaser shall promptly return all such materials to Seller.

5. FEASIBILITY STUDY PERIOD.

5.1 Purchaser, its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right for a period of two hundred seventy-five (275) days from the Effective Date of this Agreement (the "Feasibility Study Period"), at any time upon reasonable advance notice, but in no event shall more than 48 hours notice be required, which notice may be given verbally to Seller, to enter the Property to make studies, tests, analyses, or other determinations desired by Purchaser, including soil borings, drainage studies, surveying, soil testing, environmental studies, hazardous materials inspections, engineering studies, sanitary and storm water studies, utility studies, topographic studies, and other inspections, tests and studies of the Property as Purchaser deems necessary, with all costs borne by Purchaser.

Communication  
(cont)

Mullaney &amp; Lund

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0004/0015

Purchaser shall be entitled to inspect all aspects of the Property. Seller understands that physical and invasive testing may be required to verify the condition of the Property provided however that no testing shall be done until Seller has been notified not less than 48 hours in advance of the scope of the testing, the methodologies to be used, and the identities of the consultants/contractors retained by the Purchaser. Except for loss, cost, claims, damage or expense caused by (i) Seller, its agents, employees, tenants, subtenants, contractors and/or subcontractors and/or (ii) the condition of the Property before Purchaser's entry thereon, Purchaser agrees to indemnify and hold Seller harmless for any loss, cost, or damage to Seller resulting from the exercise of those rights granted by this Paragraph to Purchaser; provided, however, that such indemnity shall not include any costs or damages caused by (1) the acts of the Seller or its agents or representatives, (2) any claims of diminution in the value of the Property as a consequence of the results revealed by such tests and inspections or (3) any pre-existing condition of the Property. Purchaser shall reasonably restore the Property if it is materially changed as a result of the exercise of any of the rights granted herein. Purchaser will provide Seller with a certificate of insurance three (3) days prior to commencement of any work or testing naming Seller as additional insured.

5.2 Purchaser may elect, in its sole and unreviewable discretion, by giving written notice to Seller on or before 5:00 p.m. on the Business Day immediately following the last day of the Feasibility Study Period, to terminate this Agreement for any reason (or for no reason whatsoever). In the absence of such notice, this Agreement shall remain in full force and effect.

#### 6. APPROVAL PERIOD.

6.1 Purchaser shall have the two hundred seventy-five (275) days period from Effective Date (the "Approval Period") to perform due diligence and obtain the Permits and Approvals, Power Purchase Agreement, and Interconnection Agreement for the Project. Seller agrees to fully cooperate with Purchaser in this effort including, without limitation, attending, at Purchaser's request, any meetings and public hearings with local, state, and federal elected officials and agency staff (collectively, the "Governmental Officials"), in connection with obtaining the Permits and Approvals, provided Seller shall have adequate notice thereof and the staff available to attend.

#### 7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller hereby represents and warrants as of the date of execution of this Agreement and as of the Closing Date the following to Purchaser:

(a) Seller possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

(b) No suit, action, arbitration, or legal, administrative, or other proceedings are pending and to the best of Seller's knowledge, none of the same have been threatened against the Property or against the Seller with respect to the Property.

DAB

DAB

Communication  
(cont)

Mullaney & Lund

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BINGHAM LUMBER

0005/0015

(c) No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or, to the best of Seller's knowledge, threatened against Seller.

(d) To the best of Seller's knowledge, there are no outstanding violations of any laws, statutes, ordinances, rules or regulations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received, and any such notices hereafter issued prior to Closing shall be satisfied prior to Closing by Seller at Seller's sole cost and expense.

(e) There are no existing or pending contracts of sale, leases, options to purchase or rights of first refusal (or the like) affecting the Property.

(f) The Property is now, and at Closing shall be, free and clear of all tenancies or rights of possession.

(g) Seller is not a foreign person, foreign tenant, or foreign estate as that term is defined in Section 1445 of the Internal Revenue Code (the "Code") as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), and Seller shall provide Purchaser with an affidavit to that effect in compliance with FIRPTA at Closing.

(h) To the best of Seller's knowledge, there are no pending or previously decided or contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.

(i) The execution and delivery of this Agreement and the consummation of the transactions hereunder will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Seller is a party or by which it or the Property is bound.

(j) Seller has no knowledge or notice of any work being done or about to be done, or of any assessment, violation or other notice issued or, to the best of its knowledge, about to be issued by any federal, state, municipal or public body or authority concerning the Property.

(k) Seller has no notice of the institution or threat of any proceedings to change the existing zoning classification as to all or any portion of the Property (except for the changes contemplated hereunder), and Seller has no knowledge of any zoning violation, change or variance proceeding, previously decided, pending or threatened, which would adversely affect Purchaser's Intended Use of the Property.

(l) To the best of Seller's knowledge, the Property contains no underground storage tanks, and no release or threat of release of oil or hazardous materials has occurred at the Property.

(m) The Property is not subject to any service contracts which would bind the Property after the Closing.

Communication  
(cont)

Mullaney & Lund

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BINGHAM LUMBER

0006/0015

(n) To the actual (as opposed to constructive or imputed) knowledge of Seller, without independent investigation or inquiry, (i) Seller's Documents are true and complete copies of the originals; (ii) nothing contained within Seller's Documents is untrue in any material respect; and, (iii) no fact or information is omitted from Seller's Documents that would make any fact or matter set forth therein materially misleading.

7.2 Purchaser hereby represents and warrants as of the date of execution of this Agreement and as of the Closing Date the following to Purchaser:

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Rhode Island, and has all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized by all requisite action on the part of Purchaser and represents the valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms. Purchaser has full right, power and authority to purchase the Property as herein contemplated without the consent or approval of any third party.

(b) Neither the execution and delivery of this Agreement by Purchaser, nor the performance of Purchaser's obligations hereunder, will result in a breach, violation or default by Purchaser of any provision of its organizational documents or any other document to which it is bound or to which its assets are subject.

#### 8. CONDITIONS PRECEDENT.

In addition to any other conditions precedent in favor of Purchaser set forth elsewhere in this Agreement, Purchaser's obligation to close under this Agreement is subject to the timely fulfillment of the conditions set forth in this Paragraph on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller.

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;

(b) On the Closing Date, the Seller Representations shall be true, complete and accurate;

(c) On the Closing Date, title to the Property shall be as provided in Paragraph 3 of this Agreement, provided that additional exceptions to title recorded against the Property after establishment of the Permitted Exceptions under said paragraph that result from Seller's efforts to obtain the Permits and Approvals or are otherwise necessary to facilitate development of the Project on the Property shall be treated as Permitted Exceptions and shall not be deemed to prevent satisfaction of the condition to Closing set forth in this Paragraph 8(c); and

DRB DEB

Communication  
(cont)

Mullaney & Lund

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BINGHAM LUMBER

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(d) On the Closing Date, (i) the Property shall be in the same condition that it is in now, reasonable use, wear and tear, and naturally occurring conditions excepted, and free from tenants and occupants; (ii) there shall be no judicial or administrative or condemnation proceeding pending or threatened concerning the Property that was not disclosed in writing to Purchaser at least ten (10) days prior to the expiration of the Feasibility Study Period; and (iii) the Property shall be free and clear of: (y) any management or leasing agreements and any other contracts; and (z) any collective bargaining or employment agreements.

9. CLOSING.

9.1 The Closing shall take place thirty (30) days following the expiration of the Approval Period.

9.2 At the Closing, Seller shall deliver to Purchaser, in a form and substance reasonably satisfactory to Purchaser's counsel, the following:

- (a) A Massachusetts Quitclaim Deed so as to convey the Property in fee simple to Purchaser, or its assigns as provided in Paragraph 3.1;
- (b) A current trustee's certificate;
- (c) All required real estate transfer declarations and a closing settlement statement;
- (d) A current certificate of Seller that the Seller's representations in Paragraph 7 are true as of the Closing;
- (e) Seller's affidavit pursuant to FRPTA;
- (f) Assignment to Purchaser of all Seller's rights, title and interest in any permits, licenses or approvals running with or benefitting the Property;
- (g) Title insurance company affidavit as to no parties in possession or persons entitled to a mechanic's lien;
- (h) Such other documents or instruments as are customary or necessary for performance of Seller's obligations hereunder.

9.3 At the Closing, Purchaser shall deliver to Seller the balance of the Purchase Price -by wire transfer of immediately available federal funds or by Automated Clearing House after application of the Deposit previously tendered, together with Purchaser's counterparts of the Assignment referenced in Paragraph 9.2(f), above; and such other documents or instruments as are customary or necessary for the performance of Purchaser's obligations hereunder.

9.4 Seller shall pay the cost of Seller's attorneys' fees, and Purchaser shall pay the cost of Purchaser's attorneys' fees. Purchaser shall pay all costs of the title company selected

11/28/16 FEB

Communication  
(cont)

Mullaney &amp; Lund

01/28/2016 4:43 PM FAX 6036723747

BINGHAM LUMBER

0008/0015

by the Purchaser set forth herein to insure title, and the cost of owner's title insurance policy. Real estate taxes, utilities, and other costs typically prorated shall be prorated between the parties as of the Closing in accordance with the practice in the City of Fitchburg. Seller shall pay all documentary stamps with respect to the deed transferring the Property. Purchaser shall pay for recording of the deed transferring the Property and any mortgages on the Property, and Seller shall pay for the release of any existing liens on the Property, as required by Paragraph 3.1 of this Agreement.

9.5 Exclusive possession of the Property shall be delivered to Purchaser immediately upon completion of the Closing. The Property shall be delivered to Seller free of all personality of Seller and free of all trash, debris and construction materials.

10. RISK OF LOSS; TAKING.

10.1 Prior to Closing, Seller shall bear all risk of loss to the Property and all liabilities arising from the Property except as otherwise set forth in Paragraph 5.1 hereinabove. Seller agrees to keep in place adequate public liability insurance until Closing.

10.2 Seller shall provide any notices that it receives with respect to taking by eminent domain of the Property promptly to Purchaser. If, prior to Closing, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Purchaser of such fact promptly after obtaining knowledge thereof, and Purchaser shall have the right to terminate this Agreement by giving notice to Seller not later than ten (10) days after the giving of Seller's notice. For purposes hereof, a "significant portion" of the Property shall mean such a portion, the taking of which shall have a material adverse effect on the use and operation of the Property for the Project. If Purchaser elects to terminate this Agreement as aforesaid, the Seller shall promptly refund the Tax Payment to Purchaser and neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any provision herein which expressly provides that it shall survive the termination of this Agreement.

10.3 If Purchaser does not elect to terminate this Agreement as aforesaid in the event all or any significant portion of the Property is taken, there shall be no abatement of the Purchase Price; provided, however, that, at the Closing, Seller shall pay to Purchaser the amount of any award for or other proceeds on account of such taking which may have been paid to Seller prior to the Closing as a result of such taking, and Seller shall assign to Purchaser at the Closing (without recourse to Seller) the rights of Seller to all awards for the taking of the Property or such portion thereof and Purchaser shall be entitled to receive and keep the same.

10.4 If a portion of the Property not causing a material adverse effect on the use and operation of the Property for the Project is taken by eminent domain or becomes subject to a pending taking (a "Partial Taking"), the proceeds of the Partial Taking shall be paid to the Seller and the Purchase Price (as set forth herein) shall be reduced by the greater of (i) the amount of such proceeds paid to Seller; or (ii) the percentage of the land area taken under the Partial Taking as compared to the total acreage of the Property multiplied by the Purchase Price. Any proceeds from the Partial Taking in excess of the Purchase Price shall be delivered to the Escrow Agent to

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Communication  
(cont)

Mullaney &amp; Lund

01/28/2016 4:44 PM FAX 6036723747

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0009/0015

be held in escrow and shall be paid to Purchaser at Closing. In the event Purchaser defaults hereunder, any such excess proceeds shall be paid to Seller

10.5 In the event of any proceeding regarding a taking of all or any portion of the Property by eminent domain: (a) Purchaser shall have the right, at its option and expense, to represent Seller in any and all condemnation actions and value actions brought against the Property; (b) Seller shall cooperate with Purchaser, at no out-of-pocket expense to Seller, in the processing of the claim for such award; (c) Seller shall not accept or make any settlement with respect to any award for any such taking without Purchaser's prior written consent; and, (d) diligent efforts by both Seller and Purchaser to facilitate the satisfaction of the Closing contingencies may be suspended while such eminent domain proceeding is pending.

#### 11. REMEDIES.

11.1 If Seller defaults in its obligation to sell the Property to Purchaser in accordance with the terms of this Agreement, and if such default is not cured within ten (10) days from written notice thereof from Purchaser to Seller, then Purchaser may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event Seller shall promptly refund the Deposit to Purchaser, and the parties shall have no further obligation to each other; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement. Purchaser hereby irrevocably waives any other right or remedy for such default; provided, however, that if, in breach of this Agreement, Seller sells the Property (or any portion thereof) to someone other than Purchaser or otherwise takes action that renders the remedy of specific performance impossible or impractical to obtain, Seller shall be liable for any damages suffered by Purchaser as a result of such breach.

11.2 If Purchaser defaults in its performance of any term, covenant, condition, or obligation under this Agreement (subject to any applicable cure period), including the obligation of Purchaser to purchase the Property if all conditions precedent to such obligations have been satisfied, Seller may elect to either (a) specifically enforce this Agreement; and/or (b) pursue any remedy for damages resulting from such default, including but not limited to damages for Seller's loss of the sale of the Property and for having removed the Property from the market during the term of this Agreement.

11.3 A failure by either party to perform any act required by it under this Agreement, other than the requirement to close if all conditions have been met, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged failure, and such failure has not been cured within ten (10) Business Days of receipt of such notice if such failure involves the payment of money and twenty (20) Business Days for any other default. If the cure for a non-monetary default reasonably takes more than twenty (20) Business Days, and good faith efforts are being applied by the defaulting party to cure the default, the time to cure such default shall be extended to reasonably allow the defaulting party to cure the default, limited to a maximum of sixty (60) days.

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**12. BROKERAGE COMMISSION.**

Purchaser and Seller acknowledge that [there are no brokers/\_\_\_\_\_ (the "Broker") is the only broker representing the Purchaser, and the only broker involved in the transaction described in this Agreement. Purchaser shall be solely responsible for any real estate brokerage commissions due to Broker as a result of this transaction.] Seller represents, warrants and covenants to Purchaser that Seller has not dealt with any real estate agent or broker other than Broker in connection with the transaction contemplated hereby. Purchaser represents, warrants and covenants to Seller that Purchaser has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Seller shall indemnify and hold Purchaser harmless from all claims by any persons claiming any fee or commission by, through or under Seller. Purchaser shall indemnify and hold Seller harmless from all claims by any persons claiming any fee or commission by, through or under Purchaser.

**13. CONFIDENTIALITY.**

Unless otherwise mutually agreed upon in writing by Purchaser and Seller, any information provided (whether oral or written) by any party to the other shall be treated as confidential by the other and shall not be disclosed by such party, in any manner other than to lenders, partners, consultants, contractors, etc., whose work, advice or consents or approvals would be necessary to carry out the contemplated transaction, or whose financial interests would be affected by the transaction. Notwithstanding the foregoing, the party receiving the same may disclose the same to its employees involved in the due diligence and/or negotiation of the transaction, as well as its financial and legal advisors, who shall be bound by the terms of this paragraph as if they had signed a copy of this Agreement. It is further understood and agreed that it is necessary that this transaction (and all of the terms of this Agreement, and of any other agreements to be entered into relating to this Agreement, as well as the negotiations related hereto and thereto) be kept confidential, and that no publicity or information relating to the same be issued or leaked to the press or any other parties whatsoever until all parties agree as to exactly what is going to be stated and when, or unless otherwise required to be disclosed by law or regulation. The foregoing restrictions shall not apply to information that is of public record and/or is included in any application for the Permits and Approvals or other submissions to governmental authorities in connection with the Project or to matters disclosed in accordance with process of law.

**14. EXCLUSIVE PERIOD.**

In consideration of the significant time and expense to be devoted by Purchaser to its potential acquisition of the Property, Seller agrees that, during the term of this Agreement, it will negotiate exclusively with Purchaser concerning a potential sale of the Property, it will not market the Property for sale or allow other potential purchasers to inspect or tour the Property, and it has not and will not enter into any agreement to sell the Property to any party other than Purchaser. If Seller breaches its obligations under this Paragraph, Purchaser shall have the right to damages and, at Purchaser's election, injunctive or other equitable relief.

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**15. GENERAL PROVISIONS.**

15.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements. All Exhibits attached hereto are a part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts, and all counterparts shall collectively constitute a single agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by both Seller and Purchaser. The term "Business Day" means any day other than a Saturday, Sunday, or federal or state holiday in the Commonwealth of Massachusetts. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein", "hereinafter", "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

15.2 The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to the principles of conflict of laws.

15.3 All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:



City of Fitchburg,

September 6, 2016

Communication  
(cont)

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0012/0015

To Seller:

BF Realty Trust  
Carol Hartwell, et al, Co Trustees  
2025 Evans Prairie Trail  
The Villages, FL 32163

2010 Donald Bingham Revocable Trust  
Donald Bingham, Trustee  
227 Stickney Road  
Fitchburg, MA 01420

with a copy to:

Thomas J. Mullaney  
Mullaney & Lund  
54 Main Street  
Suite 201  
Leominster, MA 01453

To Purchaser:

Energy Development Partners, LLC  
51 Industrial Drive  
Smithfield, RI 02896  
Attention: Maarten Reidel  
Frank Epps

with a copy to:

Robinson & Cole LLP  
One Financial Plaza, Suite 1430  
Providence, RI 02903  
Attention: Joseph B. White, Esq.  
Fax No. (401) 709-3379

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Paragraph. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

15.4 In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

15.5 Purchaser and Seller hereby agree that the Title Company shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to

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(cont)

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Section 6045(c) of the Code and shall prepare and file all informational returns, and shall otherwise comply with any applicable provisions of Section 6045(c) of the Code.

15.6 Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

15.7 The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

15.8 The "Effective Date" shall be the date that is the last to occur of (i) the execution and delivery of this Agreement by Seller and (ii) the execution and delivery of this Agreement of Purchaser. The Effective Date of this Agreement will be inserted at the top of the first page hereof. 16. FOREST CLASSIFICATION

16.1 The parties acknowledge that the premises are presently maintained in forest land tax classification pursuant to M.G.L. c. 61, and thus subject to municipal rights of first refusal. Seller and Purchaser agree that the rights and obligations of each of them are subject to release of such rights of first refusal by the City of Fitchburg, and each agrees to reasonably cooperate with the other in obtaining such release.

[Signature Page Follows]

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City of Fitchburg,

September 6, 2016

Communication  
(cont)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates  
written below.

SELLER:

2016 Donald Bingham Revocable Trust

Donald Bingham Trustee

By:

its:

Date: \_\_\_\_\_

DAVID R BINGHAM Trustee  
BF Realty Trust

David R Bingham Trustee

By:

its:

PURCHASER:

Energy Development Partners, LLC

Date: 1-28-16

By: [Signature]

its Managing Director - USA

Effective Date: January \_\_\_\_\_, 2016

Exhibit A - Property Description

Communication  
(cont)  
  
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EXHIBIT A

PROPERTY DESCRIPTION

Owner: 2010 Donald Bingham Revocable Trust  
Donald Bingham, Trustee  
227 Stickney Road  
Fitchburg, MA 01420  
Tel. # 978-549-5500

Parcel ID	Property Location	Legal Reference	Land Area (Acres)
S12-4-0	0 New West Townsend Road (Map 71R)	7280-309	15.000
S31-12	0 New West Townsend Road (Map 71R)	7280-309	17.500
S31-6-0	0 New West Townsend Road (Map 80R)	7280-306	14.700
S12-3-0	0 Gibson Road (Map 80R)	7280-314	25.500
			<b>TOTAL: 72.700</b>

Owner: ~~BF Realty Trust~~  
~~Carol Hartwick, et al, Co-Trustees~~  
~~2025 Evans Prairie Trail~~  
~~The Villages, FL 32163~~  
BF Realty Trust  
Donald Bingham, Trustee  
227 Stickney Road  
Fitchburg, MA 01420  
Tel. #978-549-5500

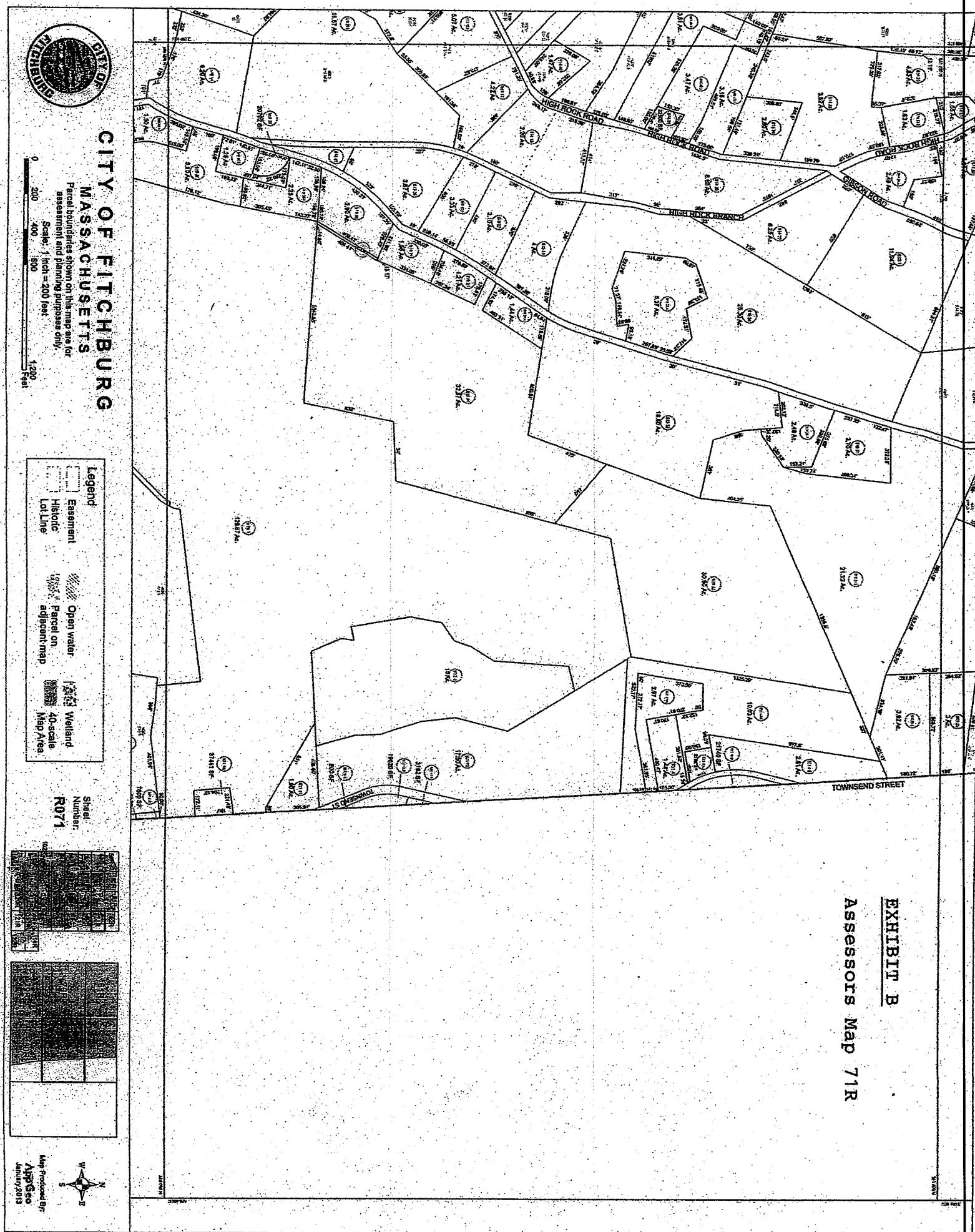
Parcel ID	Property Location	Legal Reference	Land Area (Acres)
S16-1-0	550 Kendall Road (Maps 71R & 80R)	5108-99	128.870
S31-8-0	0 New West Townsend Road (71R&80R)	5108-99	9.350
S19-34-0	0 Pearl Hill Road (Map 71R)	6761-320	32.880
			<b>TOTAL: 171.100</b>

			<b>GRAND TOTAL: 243.800</b>
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*DA* *P* *DAB*

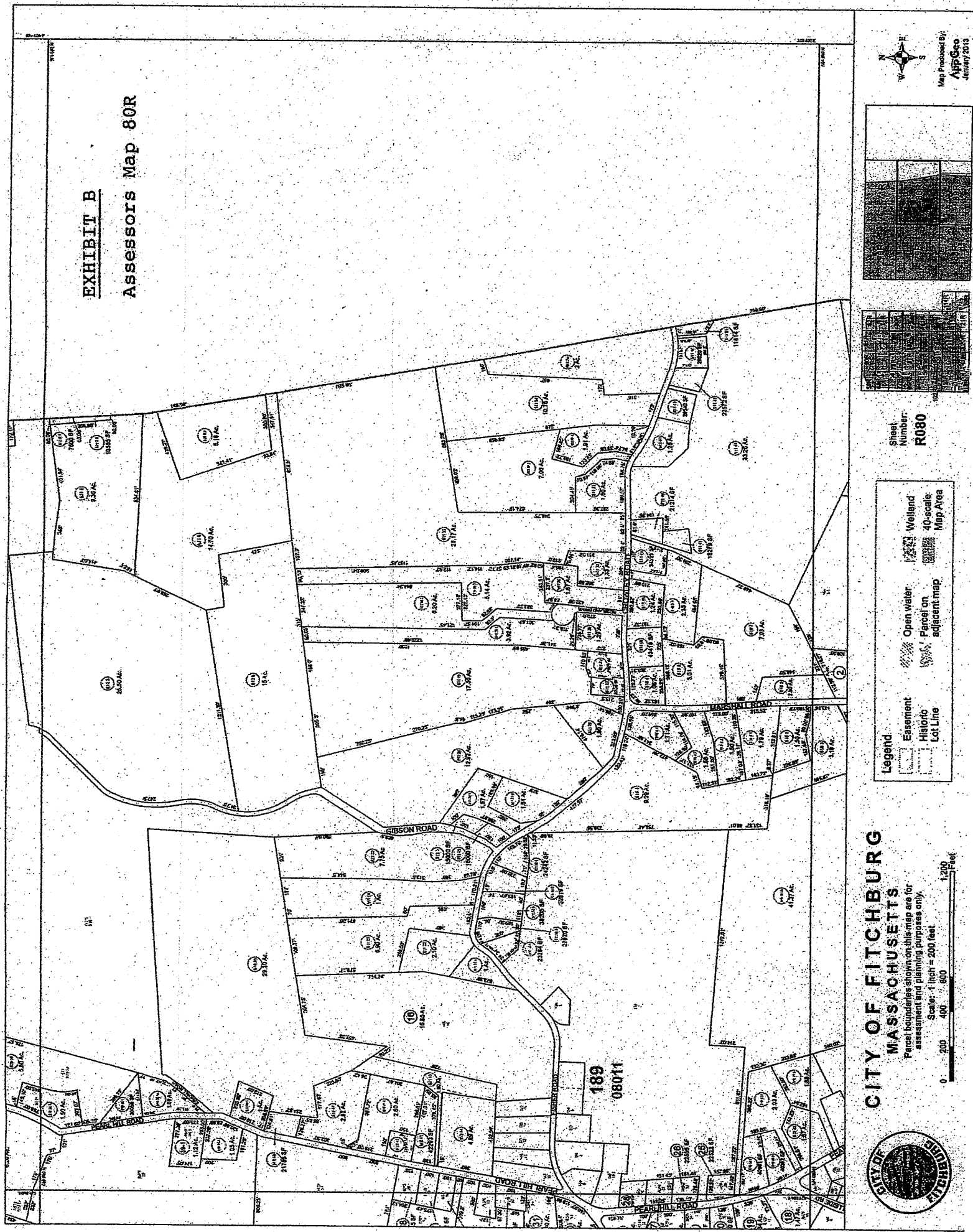
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Mullaney &amp; Lund



Communication  
(cont)

Mullaney & Lund



Communication read and placed on file in the City Clerk's Office.

Communication

Pension Reserves Investment Management Board

3. Pension Reserves Investment Management Board

Pension Reserves Investment Management Board

84 State Street, Suite 250  
Boston, Massachusetts 02109

Fitchburg Retirement System

General Allocation Account

July 01, 2016 to July 31, 2016

Deborah B. Goldberg, Treasurer and Receiver General, Chair

Michael G. Troisky, CFA, Executive Director



Your beginning net asset value for the period was:  
Your change in investment value for the period was:  
Your ending net asset value for the period was:

Month To Date	Fiscal Year To Date	Calendar Year To Date
94,174,210.20	94,174,210.20	94,859,956.33
2,585,373.44	2,585,373.44	5,899,627.31
0.00	0.00	(4,000,000.00)
96,759,583.64	96,759,583.64	96,759,583.64

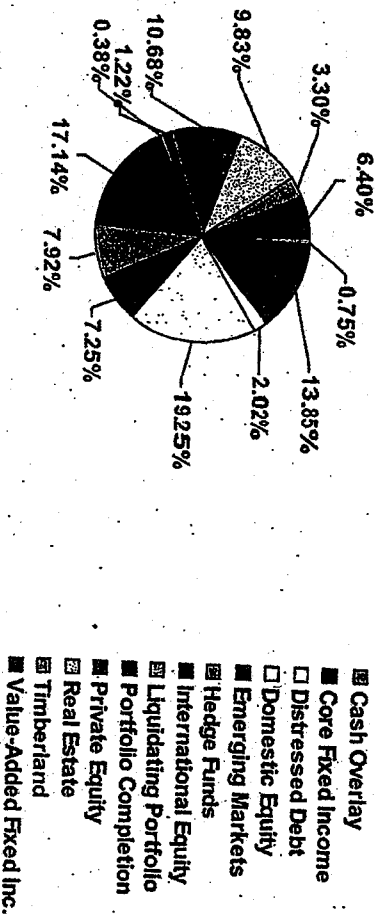
Net Change in Investment Value represents the net change through investment activities as follows:

Gross Investment Income:	173,687.25	173,687.25	1,615,211.01
Less Management Fees:	(13,248.27)	(13,248.27)	(264,796.62)
Net Investment Income:	160,438.98	160,438.98	1,350,414.39
Net Fund Unrealized Gains/Losses:	2,046,858.57	2,046,858.57	3,158,881.05
Net Fund Realized Gains/Losses:	378,075.89	378,075.89	1,390,331.87
Net Change in Investment Value as Above:	2,585,373.44	2,585,373.44	5,899,627.31

As of July 31, 2016 the net asset value of your investment in the PRIT Fund was: \$96,759,583.64

PRIT Fund Core Asset Allocation

As of July 31, 2016



If you have any questions regarding your statement, please contact your Senior Client Services Officer Paul Todisco (617) 946-8423.

A detailed statement of your account is attached to this summary sheet.

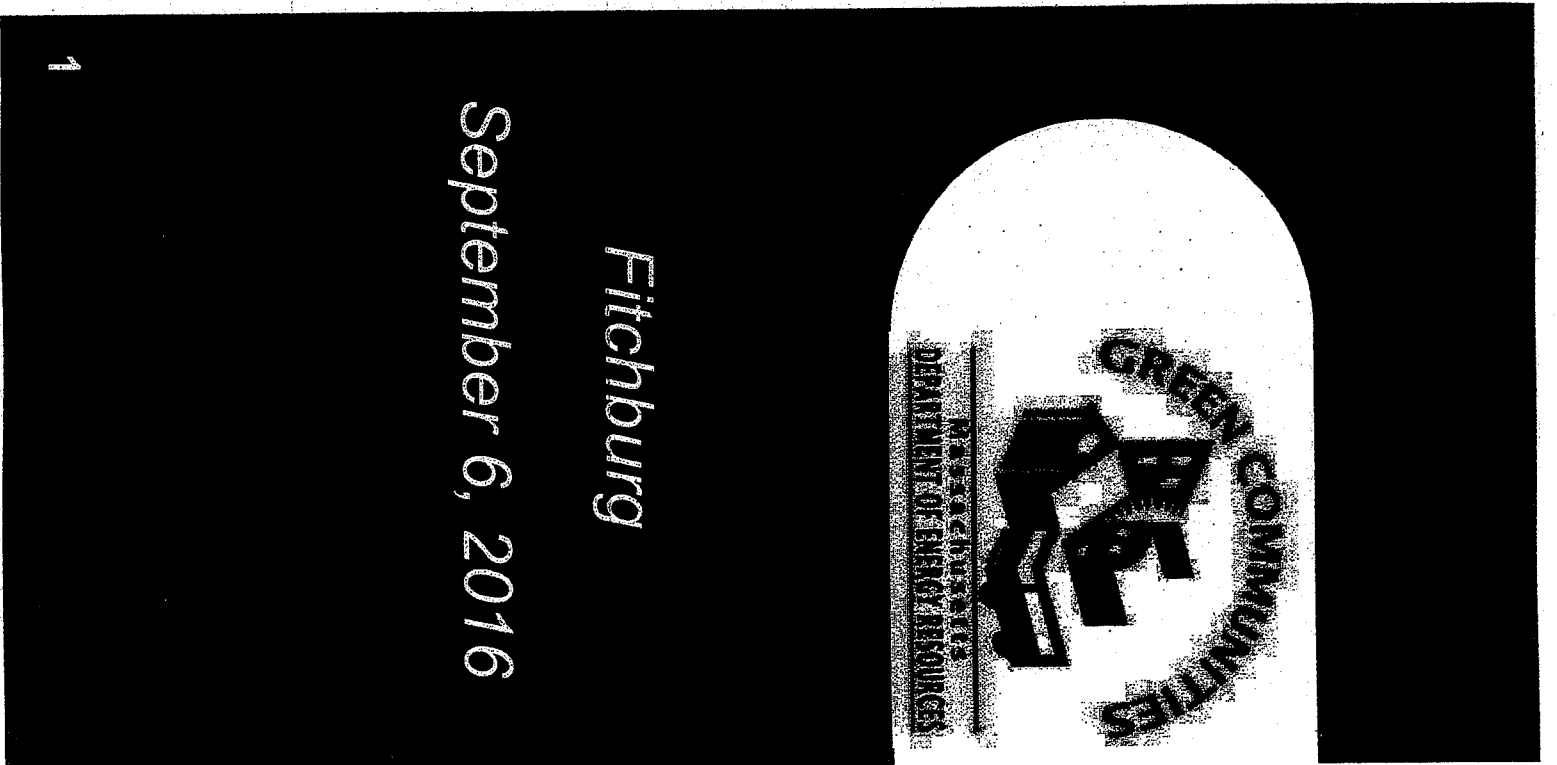
Special Presentation

Re: Green  
Communities

**SPECIAL PRESENTATION**

RE: Green Communities Program  
Michael Berry and Kelly Brown

Massachusetts Department of Energy and Resources  
Ms. Kelly Brown, Mr. Michael Berry from MA Dept. of Energy and  
Resources Green Communities Program and Mr. John Hume from MRPC  
provided the following information:



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FITCHBURG CITY CLERK

16 AUG 31 14 COMMONWEALTH OF MASSACHUSETTS

Charles D. Baker, Governor  
Karyn Polito, Lt. Governor  
Matthew A. Beaton, Secretary  
Judith Judson, Commissioner

**The Green Communities Program –  
Partnering with Massachusetts  
Cities and Towns**

Michael Berry

and

Kelly Brown

Special Presentation  
(cont)

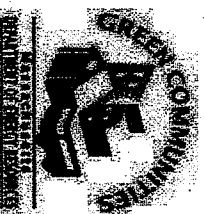
Re: Green  
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## Green Communities Designation and Grant Program

- Provides grants to *qualifying* communities to fund energy efficiency initiatives, renewable energy, innovative projects.
- Funds allocated for Green Communities from RGGL auctions and ACP Funds.

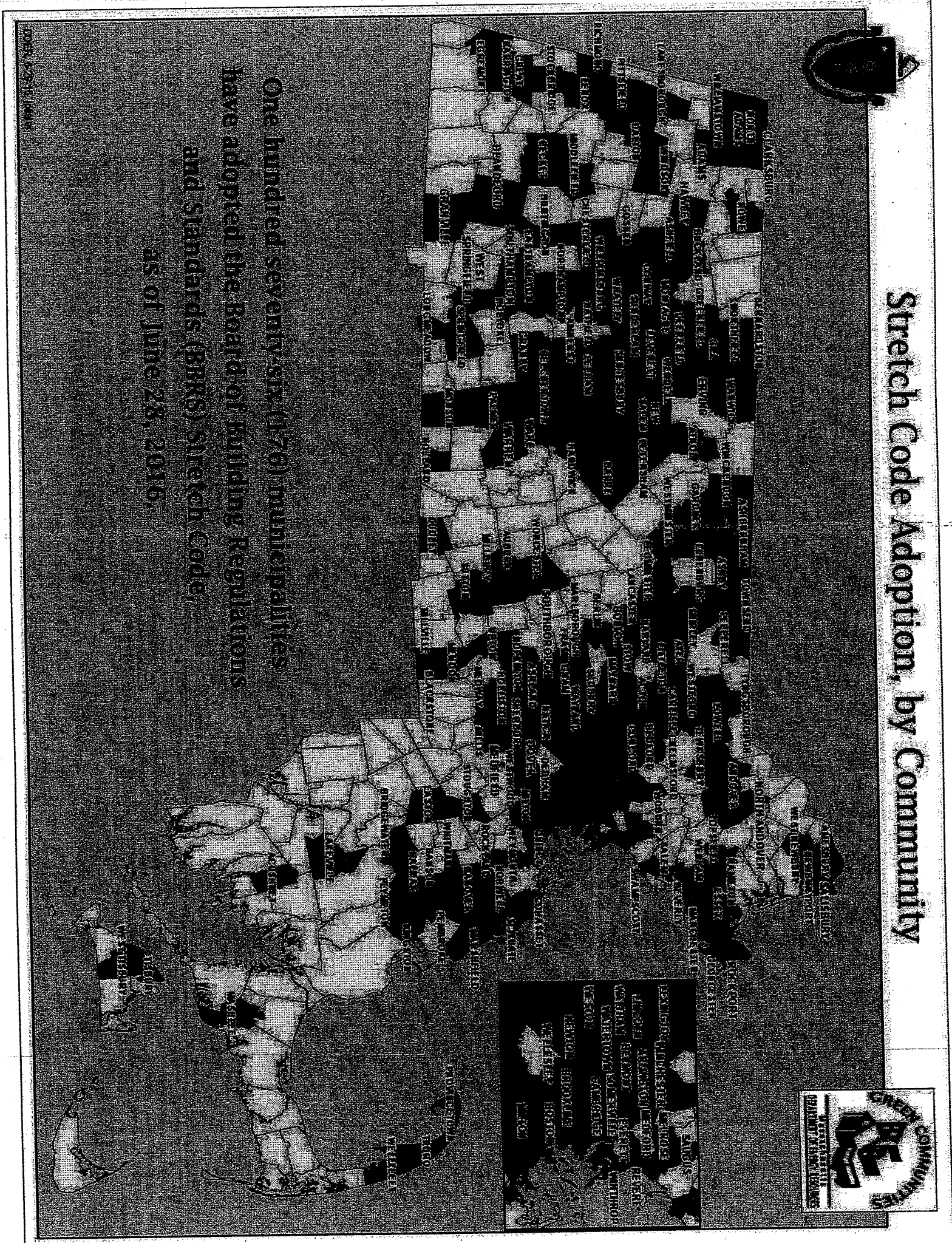
### Qualification Criteria - Designation

1. Adopt as-of-right siting for RE/AE generation, R&D, or manufacturing
2. Adopt expedited permitting process
3. Create an Energy Reduction Plan to reduce energy use by 20% in 5 years
4. Purchase only fuel-efficient vehicles
5. Minimize life cycle cost in new construction → adopt the Stretch Code



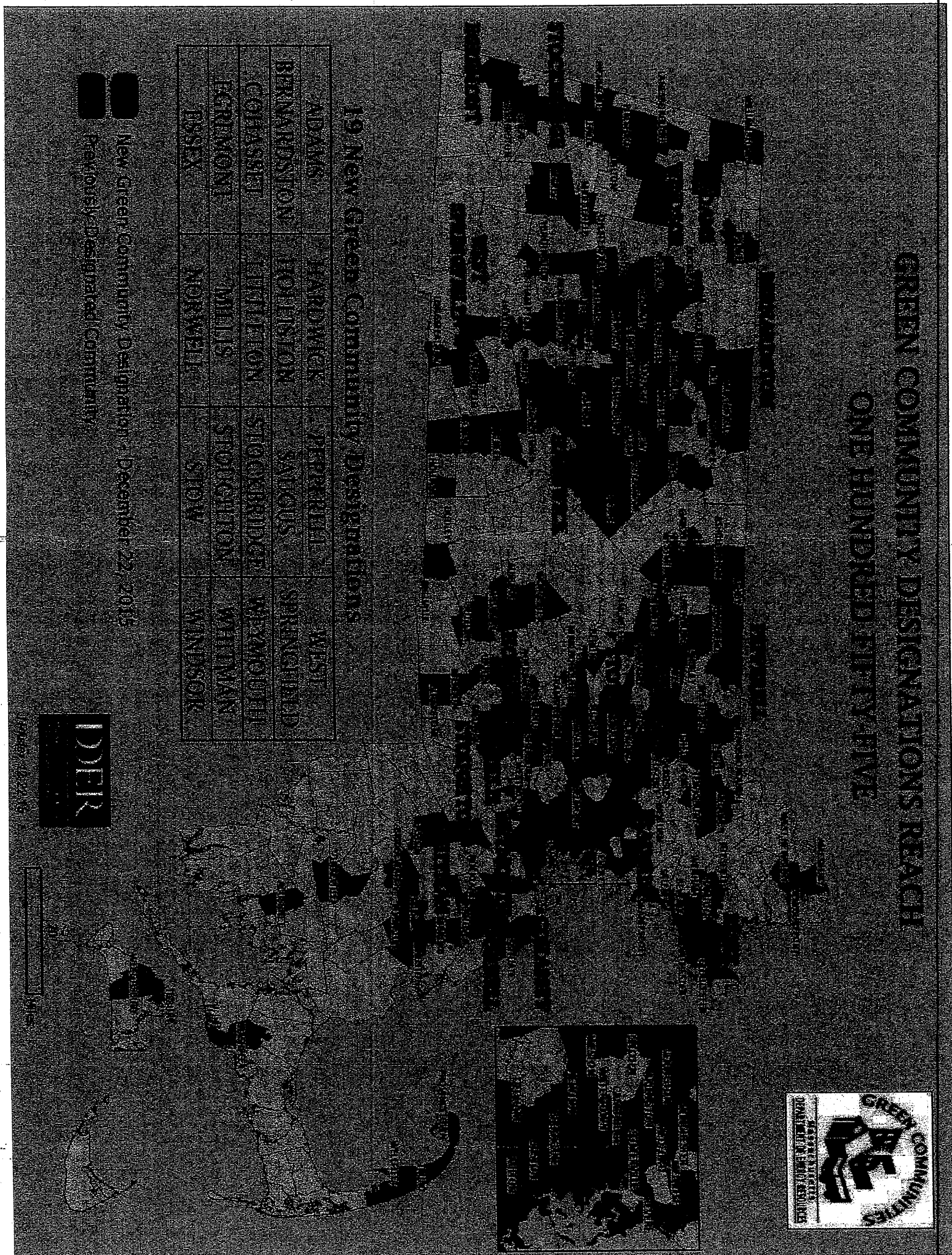
Special Presentation  
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Re: Green  
Communities



Special Presentation  
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Re: Green  
Communities



Special Presentation  
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Re: Green  
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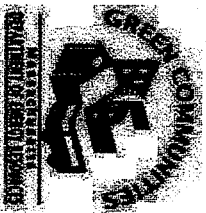
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## Green Communities Designation and Grant Program – the 155

- Designation grant allocations based on a \$125K base plus a population/per capita income formula; maximum \$1M.
  - Fitchburg estimated designation grant amount \$300,000
- Over \$60M awarded in total for both designation and competitive grants programs
- Projects being funded include energy conservation measures, solar PV projects, incremental costs for hybrid vehicles.

### Fitchburg's Neighboring Green Communities

Community	Year	Grants



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Special Presentation  
(cont)

Re: Green  
Communities

6

## **Stretch Code** **Topics to be covered**

- What is the Stretch Code
- What it means for Residential and Commercial Construction
- New Energy Codes here now!
- Cost Analysis

**Questions, Questions, Questions**



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Special Presentation  
(cont)

Re: Green  
Communities

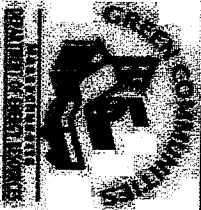
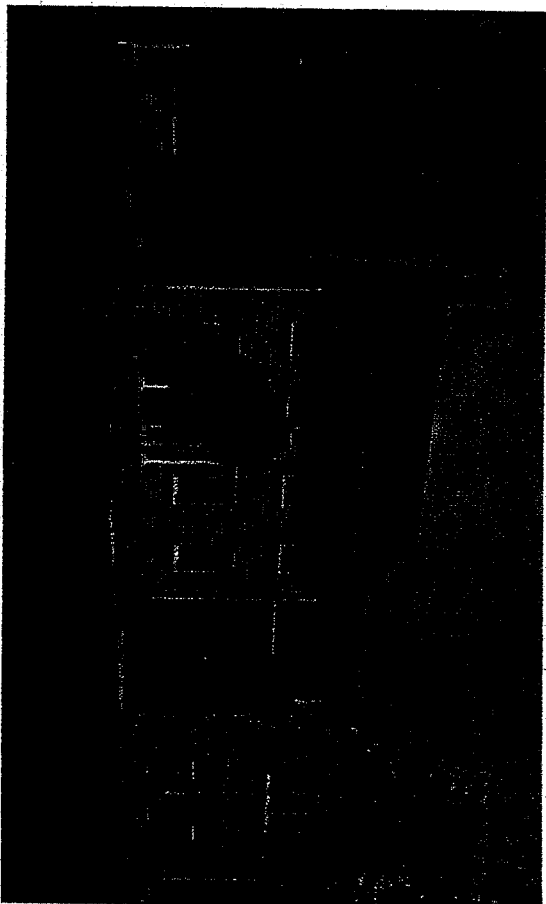
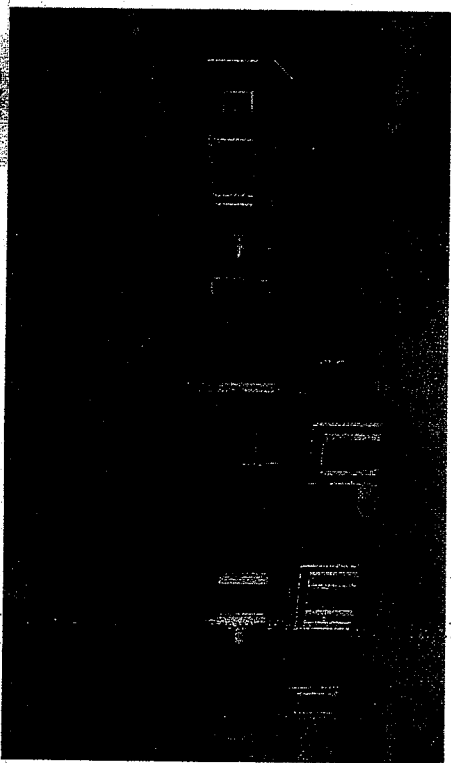
7

## Criteria #5 – Minimize Life Cycle Costs

Require all new residential construction and all new commercial and industrial real estate construction to minimize, to the extent feasible, the life-cycle cost of the facility by utilizing energy efficiency, water conservation and other renewable or alternative energy technologies.

The DOER recommended way for cities and towns to meet this requirement is by adopting the BRS Stretch Code (780 CMR 115.AA) an appendix to the MA State Building Code.

- In a town, the Stretch Code must be adopted as a general bylaw or article at Town Meeting.



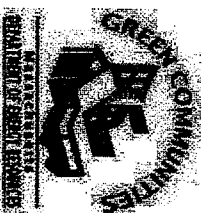
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## **Criteria #5: Require new buildings to be more Energy Efficient**

### **Municipalities can meet this criteria by adopting the new BBRs Stretch Code**

- Stretch Code is an optional appendix to the 8<sup>th</sup> Edition of the Mass Building Code 780 CMR
  - Only for new residential and commercial construction
  - Repairs, additions, alterations follow Base Energy Code
- Follows the Base Energy Codes performance paths (IECC 2015 and ASHRAE 90.1 2013)
- Training for Building Officials has been done
- Provides for Performance testing, rather than Prescriptive measures.



Special Presentation  
(cont)

Re: Green  
Communities

9

## New Stretch Code may not be much of a stretch

- Base and the Stretch Energy Codes will update on January 2, 2017
- Significant updates to the Stretch Code will include the following:
  - Align with IECC 2015
    - Residential: Focus on Energy Rating Index (ERI), HERS 55
  - Commercial: Only large buildings impacted (>100,000 sq./ft.)
    - 10% below ASHRAE 90.1-2013
  - No major changes/updates with residential and commercial renovations and additions
  - Historical exemptions
  - Additional changes pending public comment
  - Automatic Adoption



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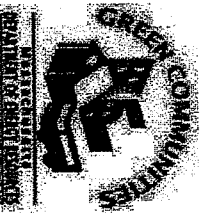
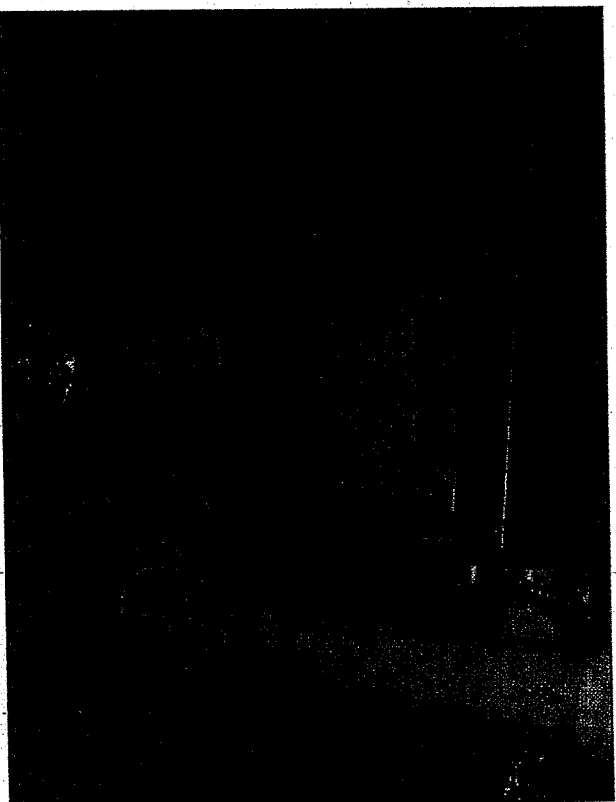
Special Presentation  
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Re: Green  
Communities

# What does Stretch Code Apply to?

## Same application as the MA Base Energy Code

- Insulation
- Doors, Windows, Skylights
- Mechanical Equipment
- Lighting
- Appliances
- Building tightness
- Duct tightness
- Renewables



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DOER

Special Presentation  
(cont)

Re: Green  
Communities

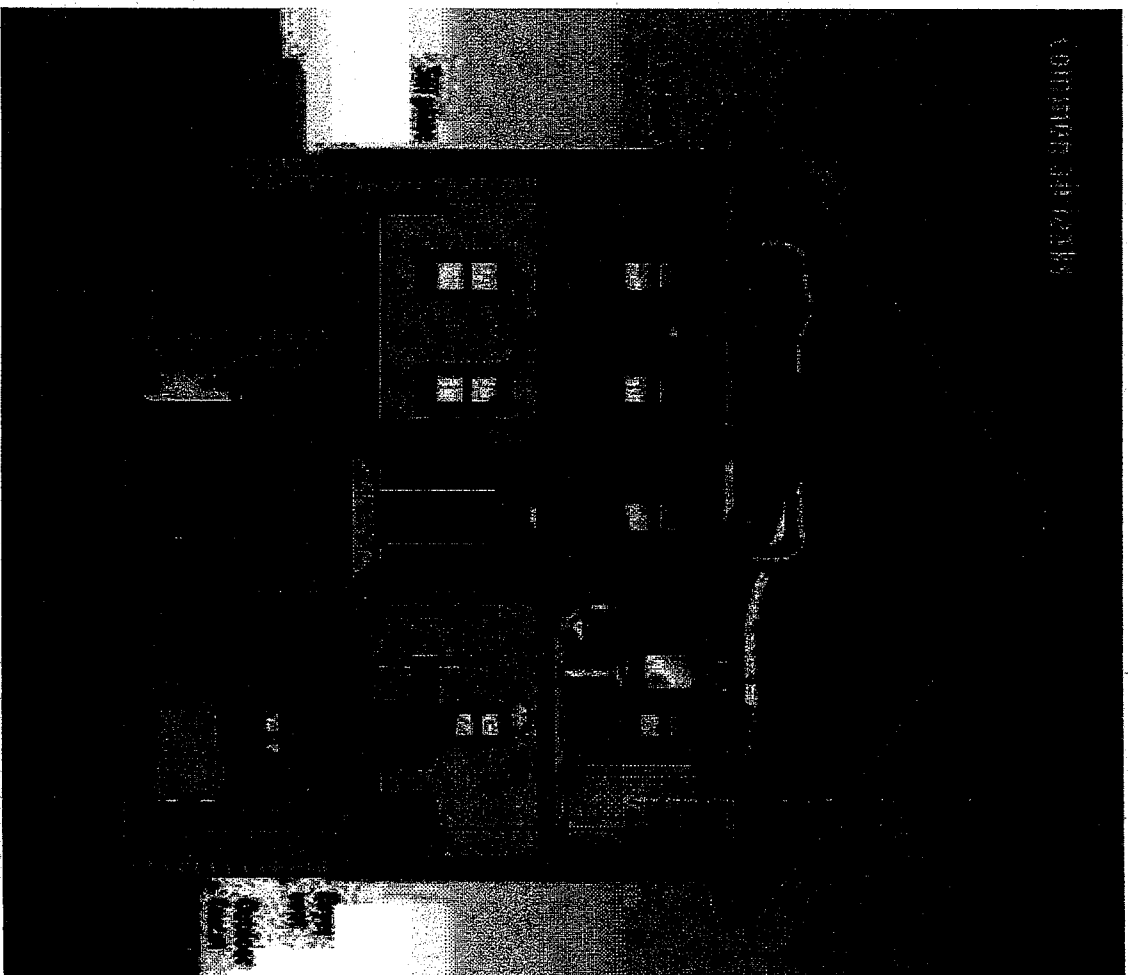
11

## Why Test Performance?

- Prescriptive codes don't guarantee good installation, air and water tightness, or that thermal insulation is effective.
- Small air gaps can reduce insulation R-values by 50% or more.
- HERS Raters provide third party verification



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## What is a HERS Rating? (Home Energy Rating System)

### Annualized energy analysis

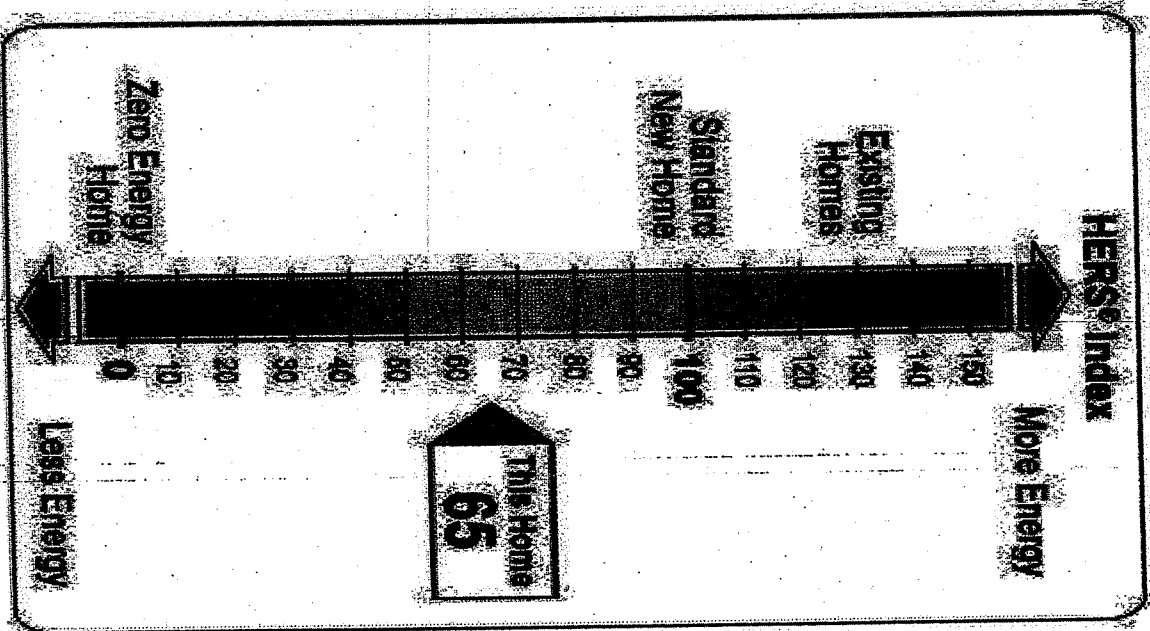
Heating, Cooling, Water Heating,  
Lighting and Appliances.....  
On site power generation-renewable energy

### Reference Home

- Based on IECC 2006 Code  
(International Energy Conservation Code)  
Defined as 100 Points
- 1 percent change in consumption = 1 point

**HERS 55 means about**

**45% more efficient than reference home**



*Creating a Clean, Affordable and Resilient Energy Future for the Commonwealth*

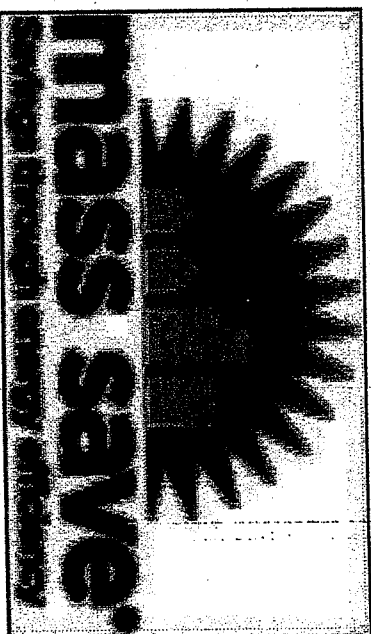


Special Presentation  
(cont)

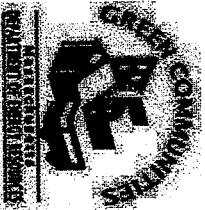
Re: Green  
Communities

## Existing Residential Incentives

- Almost the same as the Stretch Code
  - Over 34% of new homes in MA
- Builder incentives/rebates
  - Single and Multi-Family \$350 - \$4,500
- HERS raters
  - Single and Multi-Family \$50-\$1,200
- Additional Equipment Rebates
  - Heating – up to \$1,500
  - Water Heating – up to \$800
  - Cooling – up to \$500
  - Lighting – free LEDS



Massachusetts Residential New  
Construction Program



*Creating a Clean, Affordable and Resilient Energy Future for the Commonwealth*



Special Presentation  
(cont)

Re: Green  
Communities

9th Edition Stretch Code Modeling Analysis  
2200 sq. ft. 3 BR Single Family Electric Heat  
Worcester, MA

2015 BASE CODE Three Compliance Options

HERS Index (ERI)

PASS ☒

HERS Index (ERI)

PASS ☒

PASS ☒

2015 STRETCH CODE HERS (ERI) Compliance Option

HERS Index (ERI)

PASS ☒

Electric Heat Pump

ERI compliance requires a  
HERS Index of max. 55 and  
a Certified HERS Rating

1 - Incentives revised annually  
around July 1

2 - Energy costs are based on 21  
cents/kWh / \$1.01/therm, savings  
are compared with BASE CODE  
home

3 - 30 Year Mortgage assumes 10%  
downpayment at 4% APR

March 2016

Special Presentation  
(cont)

Re: Green  
Communities

9<sup>th</sup> Edition Stretch Code Modeling Analysis  
2200 sq. ft. 3 BR Single Family Electric Heat  
Worcester, MA

BASELINE FEATURES

FOUNDATION	Unconditioned, uninsulated basement
FLOOR	
WALLS	
WINDOWS (U-VALUE/SHGC)	0.30/0.30
CEILING – FLAT	R-19 + R-30 fiberglass cross
CEILING – SLOPED	
HEATING	
COOLING	
DHW	
DUCT LEAKAGE TO OUTSIDE	N/A Ductless
AIR INFILTRATION	3.0 ACH50
LED/CFL LIGHTING	

March 2016 4 – LED value assumed at \$10/bulb for 20 bulbs

2015  
STRETCH  
CODE  
HERS (ERI)

Adjusted Features

Construction  
Cost/(savings)

HERS Index (ERI)	
Stretch	42
Cost compared to Base Code	(\$64)
Heating – Sloped Insulation R-2	(\$20)
5.25 U-Value P. Pump/DHW	\$419
Total Upset	\$2,066

MassSave Incentive Breakdown

Incentive

Heat Pump – MassSave and MassDEC	\$2,595
PINC Program LED light bulbs	\$200
Total Cost compared to BASE CODE	(\$2,727)

Special Presentation  
(cont)

Re: Green  
Communities

9th Edition Stretch Code Modeling Analysis  
2200 sq. ft. 3 BR Single Family Natural Gas Heat  
Worcester, MA

2015 BASE CODE Three Compliance Options

HERS Index (ERI)

PASS ☒

PASS ☒

PASS ☒

2015 STRETCH CODE HERS (ERI) Compliance Option

PASS ☒

HERS Index (ERI)

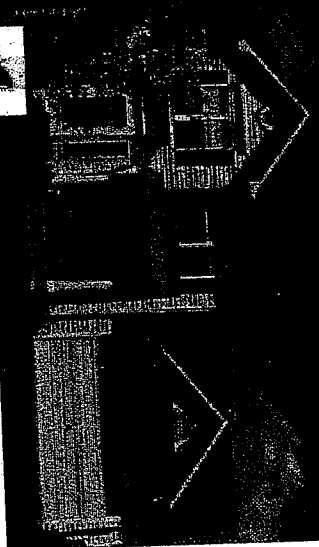
Stretch Code

1 - Incentives revised annually  
around July 1

2 - Energy costs are based on 21  
cents/kWh / \$1.01/therm, savings  
are compared with BASE CODE  
home

3 - 30 Year Mortgage assumes 10%  
downpayment at 4% APR

March 2016



Natural Gas Heat  
ERI compliance requires a  
HERS Index of 55 and a  
Certified HERS Rating

Compliance Option	HERS Index (ERI)	Stretch Code
2015 BASE CODE Three Compliance Options	PASS <input checked="" type="checkbox"/>	
2015 STRETCH CODE HERS (ERI) Compliance Option	PASS <input checked="" type="checkbox"/>	

Special Presentation  
(cont)

Re: Green  
Communities

9<sup>th</sup> Edition Stretch Code Modeling Analysis  
2200 sq. ft. 3 BR Single Family Natural Gas Heat  
Worcester, MA

BASELINE FEATURES

FOUNDATION	Unconditioned, uninsulated basement
FLOOR	
WALLS	R21 fiberglass Grade 1
WINDOWS (U-VALUE/SHGC)	0.30/0.30
CEILING – FLAT	R-19 + R-30 fiberglass cross
CEILING – SLOPED	R-30 fiberglass Grade 1
HEATING	
COOLING	13 SEER x1
DHW	
DUCT LEAKAGE TO OUTSIDE	4%
AIR INFILTRATION	3.0 ACH50
HIGH EFFICACY LIGHTING	

March 2016 4 – LED value assumed at \$10/bulb for 20 bulbs

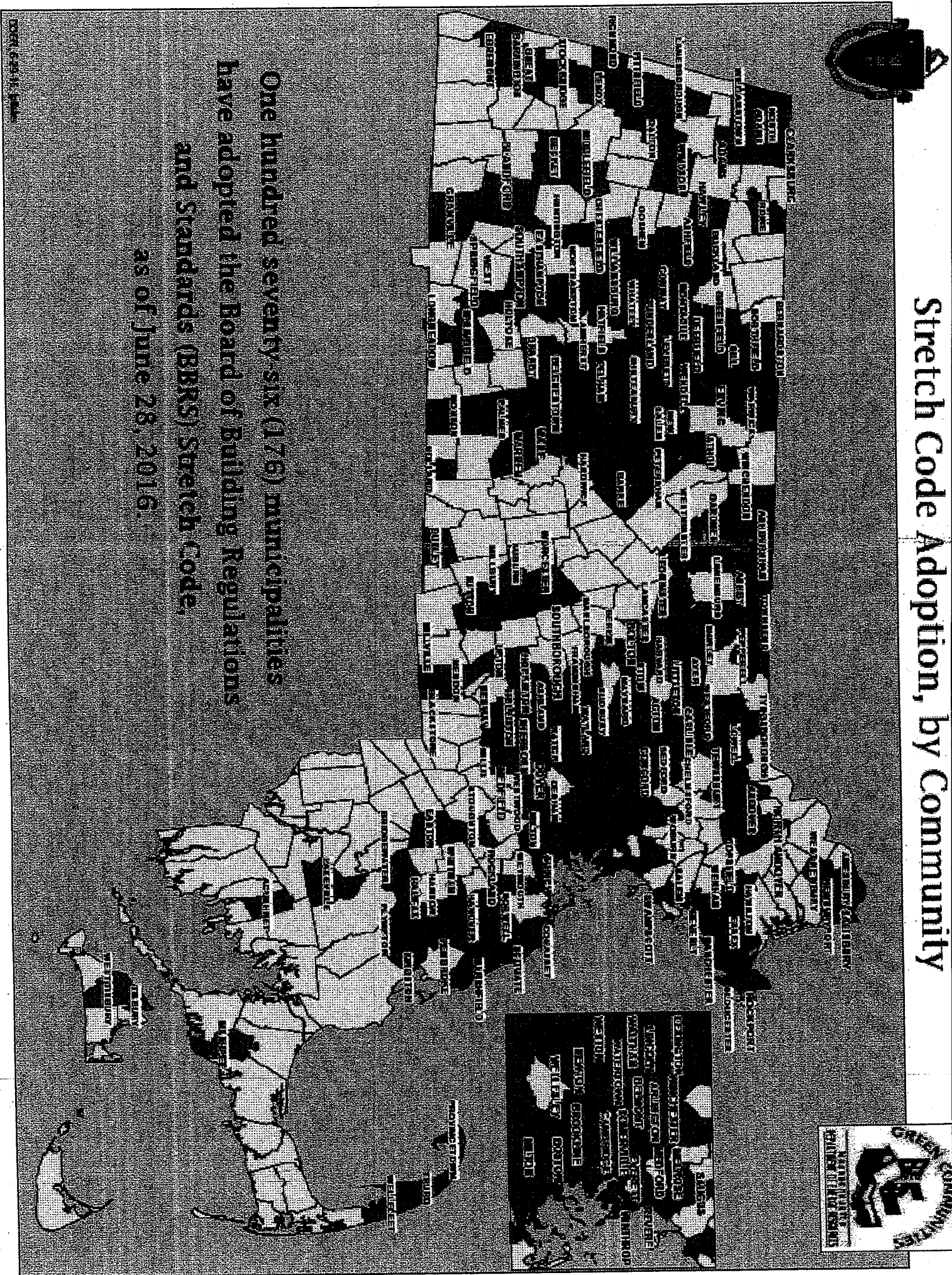
2015 STRETCH CODE HERS (ERI)

HERS Index (ERI)		Adjusted Construction Cost/(savings)	
Stretch	\$5	Adjusted Features	
		Floor R19 Grade 2	(\$64)
		0.95 Rddles DHW	\$92
		Total Cost	\$2,017
Incentive Breakdown		Incentive	
MassSave INCORPORATED LIGHTING		\$2108	
On Demand Services: Water Heating Unit and Energy Star® LED Lighting components		\$800	
Total Cost compared to BASE CODE		(\$33)	

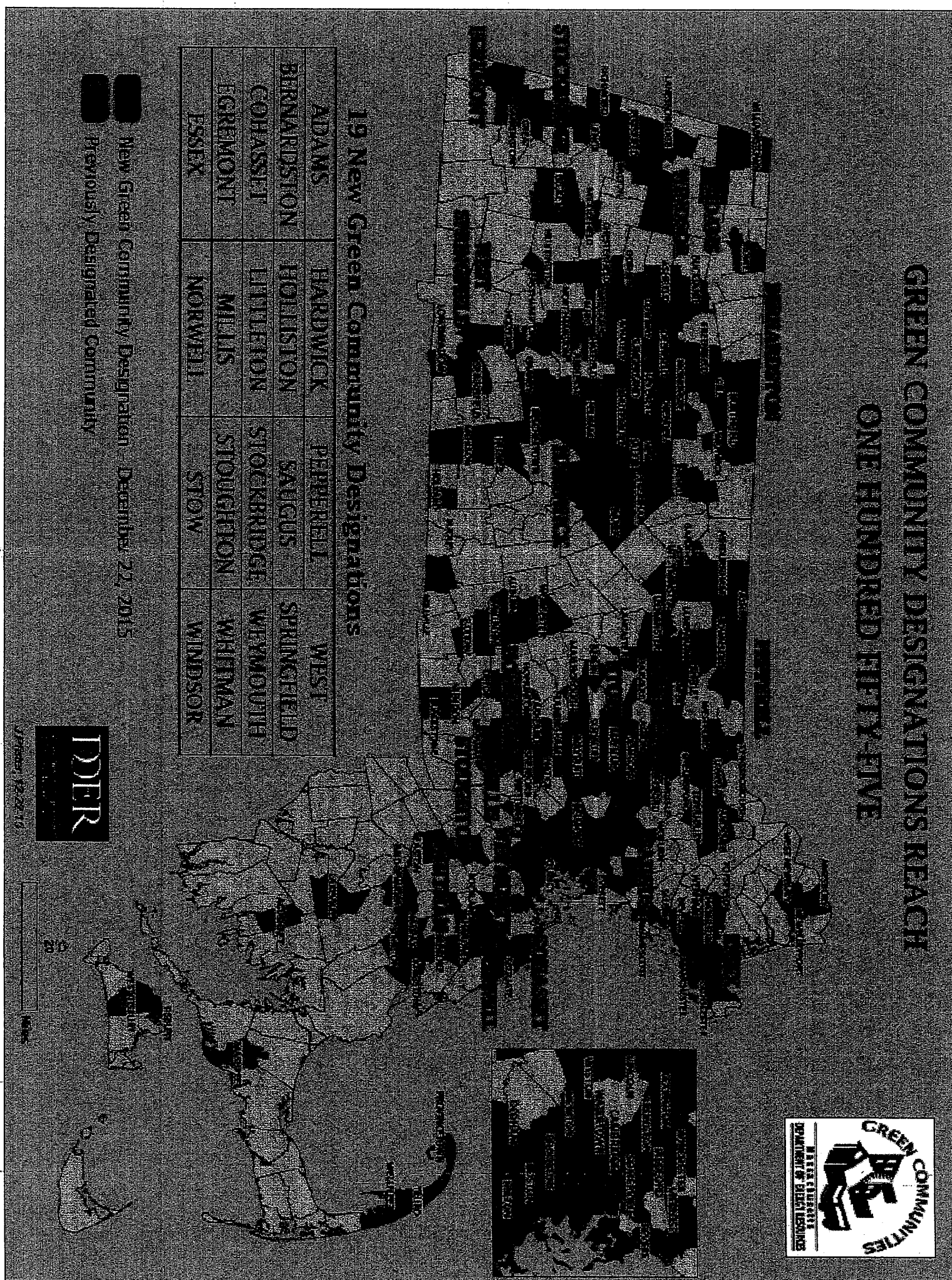
Special Presentation  
(cont)

Re: Green  
Communities

## Stretch Code Adoption, by Community



Re: Green  
Communities



Special Presentation  
(cont)

Re: Green  
Communities

20

## Contact Information

Michael Berry-Technical Expert

Michael.Berry@icfi.com

(774) 212-2785

Kelly Brown-Regional Coordinator

Kelly.Brown@state.ma.us

(508) 767-2703

[www.mass.gov/energy/greencommunities](http://www.mass.gov/energy/greencommunities)

[www.mass.gov/doer](http://www.mass.gov/doer)

Email updates via listserv – Sign up by sending an email to:

[join-ene-greencommunities@listserv.state.ma.us](mailto:join-ene-greencommunities@listserv.state.ma.us)



*Creating a Clean, Affordable and Resilient Energy Future for the Commonwealth*

DOER

Reports of  
Committees

Appointments  
Committee

Oral Report

Economic  
Development  
Committee

Oral Report

## REPORTS OF COMMITTEES

### Appointments Committee - Oral Report Meeting of September 6, 2016

The Appointments Committee recommended the following Appointments be confirmed:

#### Student Police Officers

Mr. Demetrice D. Phillips

Mr. Nathan D. Lamkin

Report accepted. Appointments confirmed and will be effective September 12, 2016 by unanimous vote. 11 members present. Board consists of 11 members. Appointees were sworn in by the City Clerk upon confirmation.

### Economic Development Committee-Oral Report Meeting of August 9, 2016

Presentation by Fitchburg Economic Development Director (Mary Jo Bohart) regarding available business incentives, tools and programs for economic growth.

(Presentations and other matters that might impact the economic well-being to the City of Fitchburg)



## City of Fitchburg Massachusetts 01420

### CITY COUNCIL

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Michael P. Kushmerek

#### Vice President

Amy Green

#### Councilors at Large

Jeffrey A. Bean

David Clark

Marcus L. DiNatale

Stephan Hay

Dean A. Tran

#### Ward Councilors

Ward 1: Amy L. Green

Ward 2: Paul R. Beauchemin

Ward 3: Jogi R. Kaddy

Ward 4: Michael P. Kushmerek

Ward 5: Angelo J. Bisol, Jr.

Ward 6: Jody M. Joseph

### Fitchburg Economic Development Committee

#### Meeting Minutes

8/9/16

On August 9<sup>th</sup>, 2016, Fitchburg's Economic Development Committee of the City Council met within the Fitchburg Fire Station (lower level training room) to hear an informative presentation by *Economic Development Director*, Mary Jo Bohart. Committee Chair Angelo Bisol brought the meeting to order at approximately 6:00p.m. The focus of the talk was to outline and discuss the various economic development tools and incentives that are available to the city relative to growth and strengthening of the commercial tax base locally.

During her presentation, Ms. Bohart described a full range of partner organizations from the local, state and federal levels, each of which deals with specific aspects of economic development. She also emphasized the importance of fostering and building upon these partner relationships for the long term. Some of the featured partner organizations and agencies deal more broadly with the North Central MA region or the Commonwealth overall while other more local groups, some ad hoc in nature, focus specifically on Fitchburg specifically and the more local needs of the city. Ms. Bohart emphasized that each partner entity has a vital, supporting role to play and something unique to offer our city in the way of economic development.

At the local level, an extensive list of partner organizations was described with each having a unique emphasis but all being key to economic development projects and initiatives here in Fitchburg.

At the state level, economic development support comes in various forms through agencies such as the Massachusetts Dept. of Housing and Community Development (DHCD) which offers periodic specialized training workshops on downtown redevelopment, creating vitality through placemaking, and other current themes. The Massachusetts Office of Business Development (MOBD) engages with commercial ventures relative to the state's Economic Development Incentive Program (EDIP) which involves the use of Tax Increment Financing (TIF) as a development incentive. Ms. Bohart emphasized that her role with the city is to guide businesses and prospective developers through the programs and incentives that are available to them.

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

At the federal level, Ms. Bohart described the U.S. Dept. of Housing & Urban Development (HUD) which has specific National Objectives relative to economic development, namely jobs creation and the removal of slums & blight. She explained that HUD administered the Community Development Block Grant (CDBG) program, and the city of Fitchburg is a CDBG entitlement community which receives CDBG funding annually for a variety of community purposes which includes economic development. She noted that Fitchburg's industrial history has caused a variety of former industrial properties (many from the paper manufacturing era), to have either known or suspected contamination issues to be addressed. Ms. Bohart described the two U.S. Environmental Protection Agency (EPA) "brownfields" site testing programs which are administered locally by both the Fitchburg Redevelopment Authority and by the Montachusett Regional Planning Commission (MRPC). The existence of EPA brownfields site investigation funding, as administered locally by these two organizations, provides Fitchburg with valuable resources aimed at assisting redevelopers of such challenged sites while they seek to quantify the extent of environmental cleanup that might be needed for a successful reuse.

Chairman Bisol thanked Ms. Bohart not only her presentation but also for assembling the informational handouts to the Committee better understand the importance of building partnerships which will support Fitchburg's ongoing economic development efforts. He adjourned the meeting at approximately 7:15 p.m.

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

You are here: [Home](#) ■ [Economic & Community Development](#) ■ Legislature passes economic development package

## Legislature passes economic development package

PRINT E-MAIL

August 2, 2016

In the final hour of its formal session on July 31, the Legislature approved an economic development bill that includes bond authorizations for a number of programs for cities and towns, such as \$500 million for the MassWorks program, \$45 million for brownfields redevelopment, and \$45 million for the Gateway Cities Transformative Development Fund.

The spending in the roughly \$900 million, five-year bond bill (H. 4569) would be allocated largely through the state's capital program.

The largest amount provided for in the bill, \$500 million, would go to the existing MassWorks program to provide infrastructure grants. (For more information on this program, visit [www.mass.gov/hed/economic/ephed/pro/infrastructure/massworks](http://www.mass.gov/hed/economic/ephed/pro/infrastructure/massworks).)

Smaller amounts would go to a variety of business-friendly measures, including \$71 million in capital grants for higher education-based innovation efforts and \$45 million for a new grant program for workforce development training equipment.

The bill would make additional flexible spending available to the state's Economic Development Initiative Program in cases of "extraordinary opportunity," which would be defined by the number of jobs created. Otherwise, the fund would remain at \$30 million.

It would also make changes to the Housing Development Initiative Program. It would establish a municipal tax-break program meant to encourage housing production. It also would enable cities and towns to create demand-based parking fees, and to use those fees to fund infrastructure improvements in downtown districts.

The bill includes language authorizing Community Benefit Districts, a concept supported by the MMA.

The bill would capitalize the Smart Growth Trust Fund, which the Baker administration argues would allow for more stable funding for cities and towns seeking to use the fund. The bill would also create a dedicated funding source for brownfields redevelopment, providing up to \$45 million in re-capitalized funding.

The bill would make small changes to the state's farmer-winery licensing process and establish a commission to study the feasibility of remaining on Eastern Standard Time.

The final bill did not include MMA-supported language from the Senate bill that would have reformed the room occupancy tax by adding a classification for "transient accommodations," which was aimed at providing revenue from online services such as Airbnb.

The governor has 10 days to sign or veto the bill.

For the full text of the bill, visit <https://malegislature.gov/Bills/189/House/H4569>.

Written by MMA Legislative Analyst David Lakeman



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Photographs by MMA and Dayna Bealy | [Top of page](#)

CONTACT US LINKS

ed that the a "soft cautioned y be some out. grand e a couple at. to Burgess l Tout s18.

and stabbed a man, should be held without bail for 120 days.

Fitchburg District Court Judge Dennis Sargent said the court found Wilfredo Vazquez Jr., 34, of 163 Mechanic St., second floor, "dangerous and that no conditions of release could reasonably ensure the safety of the community," according to court documents.

Fitchburg police allege that Vazquez raped a woman on July 24

was arraigned July 25 on charges of aggravated rape, assault to murder, assault and battery with a dangerous weapon, and assault and battery, according to court documents.

Vazquez's original dangerousness hearing was set for July 28, but the hearing was postponed to Tuesday because of a conflict of interest, Sargent said.

uary 2000.

One count of indecent assault and battery on a person 14 or older in

February 2000.

Three counts of indecent assault and battery on a person 14 or older in June 2001.

Rape and abuse of a child in June 2004.

Vazquez's next court date will be a bond hearing on Nov. 30.

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## State economic-development bill called a boon

By Rick Sobey  
rsobey@lowellsun.com

LOWELL — Investing in infrastructure, job creation, workforce development and housing: It's what the people want, and it's what they got from the \$1 billion economic-development bill just approved by the state Legislature.

That's according to state Sen. Eileen Donoghue, D-Lowell, one of the chairs of the Joint Committee on Economic Development and Emerging Technologies — who led the conference committee that spent the last two weeks crafting a final version of the legislation.

The committee beat the clock in a final whirlwind session Sunday, establishing creative programs that will help the state tackle various problems, from a lack of affordable housing to skyrocketing student debt.

"When voters send us to the Statehouse, they want us to do things that produce jobs, support their ability to earn a living, ensure they have an affordable place to live," Donoghue told the Editorial Board at *The Sun*, *The Sentinel & Enterprise's* sister newspaper, on Tuesday. "This bill does all this."

One of the most notable bond authorizations in the bill is \$500 million for the MassWorks program,

which awards grants to cities and towns for infrastructure upgrades that spur economic development projects.

Donoghue called this "a big, big uptick" as MassWorks has awarded about \$300 million over its lifetime since former Gov. Deval Patrick launched the program. About \$75 million of these competitive grants were awarded last year.

Lowell's Hamilton-Canal District has already benefited from MassWorks, and Donoghue expects the area to continue to receive funding from MassWorks, in addition to surrounding towns.

Furthermore, the bill legalized daily fantasy sports for two years, enough time for a special commission to examine the industry and for the Legislature to act on the commission's recommendation. Donoghue will chair the special commission.

Donoghue will chair a committee charged with determining how the burgeoning industry will be taxed. The other co-chair will be Rep. Joseph Wagner of Chicopee, who also chaired the economic-development bill conference committee with Donoghue.

Here are other notable items in the bill:

■ A tax deduction to match contributions to 529 college savings plans, up to

\$1,000 for single filers and up to \$2,000 for married couples filing jointly.

■ An option for municipalities to create starter-home zoning districts that will be affordable for young people who are preparing to start families.

■ \$45.9 million for the Workforce Skills Capital Grant Program, which awards grants to career and technical education programs that are aligned with regional economic development goals.

■ More than \$70 million to support the participation of colleges and universities in National Network for Manufacturing Innovation Institutes; this is intended to bolster the state's innovation ecosystem and nurture companies working with emerging technologies.

■ The creation of the Angel Investor Tax Credit, which will incentivize investments in startups, with an extra incentive to invest in companies located in gateway cities.

■ \$45 million for the Brownfields Redevelopment Fund to encourage redevelopment at contaminated sites.

■ \$45 million for the Transformative Development Fund, which pursues a variety of strategies to revitalize urban areas.

■ More than \$6 million for the Massachusetts Food Trust, which will provide loans, grants and technical assistance to food enterprises in low-income communities.

■ A \$25 million authorization for the Workforce Housing Production Trust Fund, which will leverage profit-sharing to create workforce housing.

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## FITCHBURG

## Economic Development Partner Organizations

**LOCAL:**

- **Fitchburg Redevelopment Authority (FRA)** - local urban renewal agency, formed under MGL ch. 121B
- **ReImagine North of Main** - "Working Cities" challenge, funded through Federal Reserve Bank of Boston, & also through Health Foundation of Central MA; aim is to positively transform downtown district
- **North Central MA Chamber of Commerce** - business advocate organization in region; leads business programming
- **North Central MA Development Corporation** - chamber of commerce affiliate & SBA-recognized Community Development Finance Agency (CDFI); also facilitates business technical assistance (through SCORE and SBDC)
- **Johnny Appleseed Trail Association (JATA)** - our region's Convention & Visitors Bureau (CVB) supporting tourism
- **Montachusett Regional Planning Commission (MRPC)** - periodically prepares a regional Comprehensive Economic Development Strategy (CEDS) document in compliance with U.S. Commerce Dept. Econ. Devt. Admin. (EDA)
- **NewVue Communities** - a nonprofit community development corp. (CDC); provides technical assistance for small businesses & executes strategic redevelopment projects (i.e. 470 Main St., proposed B.F. Brown School lofts)
- **North Central Career Centers** - offers workforce development support & assists businesses with recruitment & proactive downsizing efforts; administered through MA Dept. of Employment & Training (DET)
- **Fitchburg State University (FSU)** - active partner in multiple community revitalization efforts; FSU affiliated "Crocker Center for Civic Engagement" aims to improve aspects of Fitchburg through activities and initiatives
- **(the) Fitchburg Plan** - ad hoc group of business and civic leaders, co-chaired by Ken Ansin (Enterprise Bank) and Richard Lapidus (FSU president); aim is to positively transform Fitchburg and its economy through initiatives and plans still being formulated
- **Fitchburg Art Museum** - strong proponent & advocate of "creative economy" efforts locally
- **Fitchburg PRIDE** - grassroots nonprofit focused on community vibrancy, especially in downtown

**STATE:**

- **Mass. Office of Business Development (MOBD)** - administers state's Economic Development Incentive Program (EDIP) involving use of Tax Increment Financing (TIF) as a catalyst for business expansion and jobs growth
- **Executive Office of Housing & Economic Development (EOHED)** - led by Sec. Jay Ash; administers Urban Agenda grants, Transformative Development Initiative (TDI) grants, and MassWorks infrastructure grants

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

▪ **MA Development Finance Agency (MassDevelopment)** – a quasi-public state agency led by president/CEO Marty Jones; specializes in financing of redevelopment and commercial expansion projects; partners with state agencies MOBD and EOHE relative to TDI program, placemaking, & other initiatives

▪ **MA Department of Housing & Community Development (DHCD)** administers downtown workshops, expedited permitting (MGL ch. 43D) projects, "TA Connects" municipal training workshops, & other programs)

▪ **Massachusetts Alliance for Economic Development (MassEcon)** – administers SiteFinder service to assist businesses seeking to locate or expand in MA

▪ **Massachusetts Historical Commission (MassHistoric)** – oversees the MA Historic Rehabilitation Tax Credit Program, enabling up to 20% tax credit for eligible rehabilitation expenses on approved projects in approved districts

**FEDERAL:**

▪ **U.S. Dept. of Housing & Urban Development (HUD)** – administers Community Development Block Grant (CDBG) program & Section 108 Loan Guarantee program as core tools for community economic development; NOTE: Fitchburg is a CDBG entitlement community, meaning that it receives an annual allocation of CDBG funding for a variety of projects, programs and initiatives.

▪ **U.S. Commerce Department, Economic Development Administration (EDA)** – through its Small Business Administration (SBA) division, a key provider of financing for business expansion

▪ **U.S. Environmental Protection Agency (EPA)** – administers Brownfields Site Testing program & Brownfields Revolving Loan program, both of which address commercial/industrial properties burdened by known or suspected contamination

▪ **U.S. Dept. of the Interior, National Parks Service (NPS)** – administers the Tax Incentive for Preserving Historic Properties program (20% credit possible).

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

## MATRIX OF ORGANIZATIONAL CHARACTERISTICS

ORGANIZATIONAL TYPE	MISSION	TOOLS	SPECIAL POWERS	BOARD COMPOSITION	STRUCTURE	GEOGRAPHIC SCOPE	LEGAL CITATIONS
REDEVELOPMENT AUTHORITIES	To plan & implement urban renewal activities	Planning, land assembly, infrastructure, promotion, marketing & financing.	Eminent Domain; exempt from Chapter 30B; convey land to private developer	Five members; four local & one state appointed. Local members are appointed in cities, elected in towns	Quasi- public	Municipality	Chapter 121B of Mass General Laws
CONSOLIDATED COMMUNITY DEVELOPMENT DEPARTMENTS	To carry out all duties of community & economic development (e.g., 121B, C, 41, 40D)	Planning, land assembly, regulation, financing, infrastructure, promotion & marketing, technical assistance	Pledge credit of municipality; Eminent Domain	Five members; four appointed by municipality & one by state	Public	Municipality	Chapter 43C, S.12, of Mass General Laws
ECONOMIC DEVELOPMENT INDUSTRIAL CORPORATIONS	To do industrial development in areas of high unemployment & physical deterioration	Land assembly, planning, financing, infrastructure, promotion & marketing, technical assistance	Eminent Domain; exempt from Chapter 30B; convey land to private developer	Seven members appointed by municipality; three represent public-at- large; others have business expertise	Quasi- public	Municipality or consolidated EDIC for more than one city or town	Chapter 121C of Mass General Laws
DEVELOPMENT & INDUSTRIAL CORPORATIONS	To promote & market industrial land	Promotion & marketing	None	Five to fifteen members appointed by mayor, selectboard or town manager	Quasi- public	Municipality	Chapter 40, S.8A of Mass General Laws
PRIVATE NON- PROFIT DEVELOPMENT ORGANIZATIONS	To improve general economic conditions &/or commercial & industrial sectors	Technical assistance, promotion & marketing, land assembly, financing	None	Elected by membership; usually private sector or neighborhood representatives	Private, Non- Profit	Flexible: neighborhood, municipal, county or regional	Not Applicable

## North Central Massachusetts Chamber of Commerce

The North Central Massachusetts Development Corporation (NCMDC) is a non-profit corporation with the mission of creating jobs and improving the economy of North Central Massachusetts. NCMDC is certified by the U.S. Small Business Administration (SBA), and the U.S. Department of the Treasury under the Community Development Financial Institutions (CDFI) Program. The NCMDC works in partnership with local banks, credit unions, chambers of commerce and area nonprofits to support emerging microenterprises, small businesses, and community projects with loans and business assistance.

NCMDC operates a portfolio of three different loan programs to assist your business needs. Our financing programs include:

### **SBA Microloan Program:**

Provides loans up to \$50,000. This NCMDC capitalized this revolving fund through a loan provided by the U.S. Small Business Administration and a grant from the Commonwealth of Massachusetts.

### **EDA Loan Fund Program:**

Provides loans up to \$75,000. The NCMDC established this revolving loan fund with a grant from the U.S. Economic Development Administration and matching private funds to assist small businesses and entrepreneurs with the gap financing needed to start or expand their business.

### **RLF Loan Fund:**

Provides loans up to \$75,000, with the possibility of loan amount exceptions for larger loans with Board approval. The NCMDC established this loan fund using private funds and grants. Funding under this program is intended to promote economic development by leveraging private and other funding. Loans are typically made in conjunction with a bank.

### **Express Micro-Loan:**

In addition to its established loan programs, the NCMDC also offers an Express Loan Program for existing small businesses that have been in business for at least one year and need quick access to funding. The program offers a 48 hour loan decision for loan requests up to \$5,000 with financing available within a week.

### **Eligible Businesses**

- Start-up or existing business, including restaurants, retail shops, service businesses, manufacturers, home-based businesses, and many more
- For profit corporation, partnership or proprietorship
- Located in North Central Massachusetts
- Tangible net worth not to exceed \$6M
- Less than \$2M average net profit after taxes during the previous two years

The NCMDC requires that the business being financed will create at least one new job for every \$20,000 obtained through our loan programs.

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

Our lending team can tell you which loans would be best for you and can guide you through the application process. Contact the NCMDC at (978) 353-7607. Click below for more details on the programs or download a loan application and other documents below.

[Eligible Use of Funds](#)[Non-Eligible](#)[Loan Terms](#)[Requirements](#)[Technical Assistance](#)[Geographic Area](#)

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

## STATE RESOURCES SUPPORTING REVITALIZATION OF GATEWAY CITIES

Resource	Established by	Approving Authority / Administering Authority	Funding Sources	Purpose	Targeted Participants
Brownfields Programs	MGL c. 21E, Chapter 206, Acts of 1998	Varies by program (see Purpose)	Grants and Loans	<ul style="list-style-type: none"><li>The Brownfields Redevelopment Fund provides assistance for the reuse of brownfields in economically distressed areas (EDA's).</li><li>The Brownfields Site Assessment Program - provides unsecured, interest-free financing up to \$100,000 for environmental assessment of brownfields. Administered by MassDevelopment.</li><li>The Brownfields Remediation Loan Program - provides flexible loans up to \$500,000 for environmental clean-up of brownfields. Administered by MassDevelopment.</li><li>The MassBAC Program - makes high quality, low cost, pre-negotiated and often state-subsidized environmental insurance available to parties who wish to purchase, clean up and/or develop brownfields sites anywhere in MA, and to lenders willing to finance such projects. Administered by the Business Development Corporation of New England.</li><li>Brownfields Tax Credit Program - Offers eligible businesses and non-profits a tax credit for the costs incurred to remediate contaminated property owned or leased for business purposes. Administered by MA Department of Revenue.</li></ul>	Open to any community
Chapter 43D Expedited Permitting	MGL c. 43D	BOHED/PRO	No	<ul style="list-style-type: none"><li>Provides a tool for targeted economic development in order to:</li><li>• Bypass transparent and efficient process for municipal permitting.</li><li>• Clarifies local permitting decisions on Priority Development Sites within 180 days.</li><li>• Increases local permitting decisions on Priority Development Sites.</li><li>• Priority Development sites may be zoned for commercial, industrial development, residential or mixed use purposes.</li></ul>	Open to any community
Chapter 408 Smart Growth Zoning Overlay District Act	MGL c. 408	DHCD	Incentive payments for new housing	<ul style="list-style-type: none"><li>Provides zoning incentive and Density Bonus payments to municipalities that adopt and implement zoning regulations allowing higher density mixed-income residential development in transit growth locations.</li><li>Maximum incentive payment is \$600,000 per street growth district and a \$3,000 bonus payment for each newly zoned housing unit constructed in the street growth location.</li></ul>	Open to any community
Community Development Block Grant (CDBG)	Federal Housing and Community Development Act of 1974, as Amended	DHCD for MA Small Cities Program; HUD for Entitlement Communities	Grants	<ul style="list-style-type: none"><li>Provides communities with resources to address a wide range of unique community development needs, including housing rehabilitation, improvements to public facilities and infrastructure, and social services.</li><li>Entitlement communities receive formula-based grants directly from HUD.</li><li>Non-entitlement communities receive CDBG funds from DHCD through a competitive grant program.</li><li>Under MA's Small Cities Program, DHCD also awards noncompetitive Small Cities Program funds on an annual basis to communities it designates as non-entitlements based on need indicators.</li></ul>	Federal entitlement cities that are also Gateway cities: Barnstable, Brockton, Chicopee, Fall River, Fitchburg, Haverhill, Holyoke, Lawrence, Leominster, Lowell, Lynn, Malden, New Bedford, Pittsfield, Quincy, Revere, Salem, Springfield, Taunton, Westfield, and Worcester.
Community Investment Tax Credit Program (Community Participation Act)	Chapter 238, Acts of 2012	DHCD	State tax credit (awarded competitively)	<ul style="list-style-type: none"><li>Establishes the Community Investment Tax Credit for individual and corporate taxpayers designed to encourage private donations that support community development. The credit is equal to 50% of a qualified investment in a CDC.</li><li>Also establishes the Community Investment Grant, which provides funds to CDCs to support neighborhood revitalization. Details to follow.</li></ul>	Mini-entitlement cities that are also Gateway cities: Chelsea, Methuen and Everett
District Improvement Fund	MGL c. 46	BOHED	No	<ul style="list-style-type: none"><li>Enables municipalities to fund public works, infrastructure and development projects by allocating future, incremental tax revenues collected from a predefined district to pay project costs. A locally driven public financing alternative.</li></ul>	Open to CDCs in any community
DDP Economic Development Incentive Program (EDIP)	MGL c. 40, section 59 & MGL c. 59, section 5	BACCOMBD	State tax incentives	<ul style="list-style-type: none"><li>Provides tax incentive to foster job creation and stimulate business growth.</li><li>Expansion Districts - Up to 10% tax credit, dependent on level of economic activity generated outside the Community Development Jobs created within an Economic Target Area (ETA).</li></ul>	At least 30% of credits allocated to CDCs in Gateway Cities. \$750,000 appropriated for community investment grant funding

\*This chart identifies state resources that support redevelopment and revitalization efforts in Gateway cities. These resources are either (1) targeted exclusively to Gateway cities - i.e., restricted to Gateway cities; (2) open (i.e., available) to any community but include a preference or set-aside for Gateway cities; or (3) open to any community but of particular utility to Gateway cities.

Prepared by the Office of Sustainable Communities



Reports of  
CommitteesEconomic  
Development  
Committee (cont)

## STATE RESOURCES SUPPORTING REVITALIZATION OF GATEWAY CITIES

Resource	Established by	Approving Authority/ Administering Authority	Funding Sources	Purpose	Targeted Participants*
Massachusetts Literacy Fund	Chapter 14, Acts of 2011	MA State Treasurer's Office	Grants and private funding	<ul style="list-style-type: none"><li>Enhanced Expansion Project - Up to 10% tax credit, at least 100 new jobs are created and maintained for 5 years.</li><li>Manufacturing Retention Project - Up to 40% tax credit, at least 100 new jobs created or retained for 5 years.</li></ul>	<ul style="list-style-type: none"><li>Enhanced Expansion Project - No restrictions</li><li>Manufacturing Retention Project - Restricted to Gateway Cities</li></ul>
Gateway Cities Loans	MassDevelopment	MassDevelopment	Loans	<ul style="list-style-type: none"><li>Promotes financial literacy, education and training for residents, businesses, educational institutions, community organizations, and other entities throughout the Commonwealth on issues such as household budgeting, saving rates, consumer protection, and the power of compound interest in long-term financial planning.</li><li>Helps complete improvements of designated projects, including electrical work, masonry, roofing, and equipment.</li><li>Supports significant park projects for underserved urban populations.</li></ul>	<ul style="list-style-type: none"><li>Restricted to Gateway Cities</li><li>Restricted to Gateway Cities</li></ul>
Gateway City Parks Program	Budget and Environment Bond Bill 2008	EOHHA	Grants	<ul style="list-style-type: none"><li>Supports commercial, residential, transportation, and infrastructure development, improvements and various capital investment projects. See also MassWorks.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Growth Districts Initiative	Section 2C of c. 303, Acts of 2008	EOHHD	Grants	<ul style="list-style-type: none"><li>Provides funds for a broad range of activities, including new construction, acquisition and rehabilitation of rental properties, to assist in the production and preservation of affordable housing for low and moderate-income families and individuals.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
HOMES Investment Partnership Program	Title II of the Cranston-Costa National Affordable Housing Act, as amended	HUD/HOCD	Competitive Grants	<ul style="list-style-type: none"><li>Increases residential growth, expands diversity of housing stock, supports economic development, and promotes neighborhood stabilization in designated Housing Development Zones by providing tax incentives to developers to support market rate housing for sale or lease.</li><li>Prioritizes job growth and economic development by providing funding for the public infrastructure improvements necessary to support major private development.</li></ul>	<ul style="list-style-type: none"><li>Restricted to Gateway Cities</li></ul>
Housing Development Incentive Program (HDIP)	Chapter 293, Acts of 2006	DIHCD	Local and state tax incentives	<ul style="list-style-type: none"><li>Prioritizes job growth and economic development by providing funding for the public infrastructure improvements necessary to support major private development.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Infrastructure Investment Incentive Program	Chapter 129, Acts of 2008	MassDevelopment	Bonds	<ul style="list-style-type: none"><li>Increases investments from both the public sector and private sector to support planning and development of cultural facilities.</li><li>Mission is to create and preserve jobs at small businesses, women and minority owned businesses, and to promote economic development in underserved, gateway municipalities and low and moderate income communities.</li><li>Provides loans, lines of credit, guarantees and more, to eligible Massachusetts businesses and community development efforts.</li><li>New Tools to Grow: Program provides focused management assistance and flexible, customized financing for smaller enterprises in Gateway Cities and high growth companies statewide.</li><li>Supports historic preservation planning activities in communities throughout the state through federally funded, reimbursable, 50/50 matching grant program.</li><li>Supports the preservation of properties, landscapes and sites (cultural resources) listed in the State Register of Historic Places through state-funded 30% reimbursable matching grant program.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Massachusetts Cultural Facilities Fund	Chapter 129, Acts of 2006	Mass Cultural Council and MassDevelopment	Grants	<ul style="list-style-type: none"><li>Increases investments from both the public sector and private sector to support planning and development of cultural facilities.</li><li>Mission is to create and preserve jobs at small businesses, women and minority owned businesses, and to promote economic development in underserved, gateway municipalities and low and moderate income communities.</li><li>Provides loans, lines of credit, guarantees and more, to eligible Massachusetts businesses and community development efforts.</li><li>New Tools to Grow: Program provides focused management assistance and flexible, customized financing for smaller enterprises in Gateway Cities and high growth companies statewide.</li><li>Supports historic preservation planning activities in communities throughout the state through federally funded, reimbursable, 50/50 matching grant program.</li><li>Supports the preservation of properties, landscapes and sites (cultural resources) listed in the State Register of Historic Places through state-funded 30% reimbursable matching grant program.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Massachusetts Growth Capital Corporation	MGL c. 40W, section 2	Massachusetts Growth Capital Corporation	Customized financing and technical assistance grants	<ul style="list-style-type: none"><li>Mission is to create and preserve jobs at small businesses, women and minority owned businesses, and to promote economic development in underserved, gateway municipalities and low and moderate income communities.</li><li>Provides loans, lines of credit, guarantees and more, to eligible Massachusetts businesses and community development efforts.</li><li>New Tools to Grow: Program provides focused management assistance and flexible, customized financing for smaller enterprises in Gateway Cities and high growth companies statewide.</li><li>Supports historic preservation planning activities in communities throughout the state through federally funded, reimbursable, 50/50 matching grant program.</li><li>Supports the preservation of properties, landscapes and sites (cultural resources) listed in the State Register of Historic Places through state-funded 30% reimbursable matching grant program.</li></ul>	<ul style="list-style-type: none"><li>Open to Massachusetts small businesses, women and minority owned businesses</li><li>For New Tools to Grow Program eligible "Small Businesses" will be those primarily operating in Gateway Cities.</li><li>Minority, women, and immigrant owned businesses are encouraged to apply.</li></ul>
Mass Historic Commission Survey and Planning Grants	National Historic Preservation Act of 1966, as amended	Mass Historical Commission	Grants	<ul style="list-style-type: none"><li>Supports historic preservation planning activities in communities throughout the state through federally funded, reimbursable, 50/50 matching grant program.</li><li>Supports the preservation of properties, landscapes and sites (cultural resources) listed in the State Register of Historic Places through state-funded 30% reimbursable matching grant program.</li></ul>	<ul style="list-style-type: none"><li>Open to any community or non-profit organization</li></ul>
Massachusetts Preservation Projects	950 CMR 73.00	Mass Historical Commission	Grants	<ul style="list-style-type: none"><li>Supports historic preservation planning activities in communities throughout the state through federally funded, reimbursable, 50/50 matching grant program.</li><li>Supports the preservation of properties, landscapes and sites (cultural resources) listed in the State Register of Historic Places through state-funded 30% reimbursable matching grant program.</li></ul>	<ul style="list-style-type: none"><li>Open to any community or non-profit organization</li></ul>

\* This chart identifies state resources that support redevelopment and revitalization efforts in Gateway cities. These resources are either (1) targeted exclusively to Gateway cities - i.e., restricted to Gateway cities; (2) open (i.e., available) to any community but include a preference or set-aside for Gateway cities or (3) open to any community but of particular utility to Gateway cities.

Prepared by the Office of Sustainable Communities



STATE RESOURCES SUPPORTING REVITALIZATION OF GATEWAY CITIES

Resource	Established by	Approving Authority / Administering Authority	Funding Sources	Purpose	Targeted Participants*
Paul MassWorke Infrastructure Program	BOHED	BOHED/MassDOT/ A&E	Competitive Grants	<ul style="list-style-type: none"><li>Provides public infrastructure funding to support economic development.</li><li>Consolidates six grant programs into one office to streamline the grant process.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li><li>At least 50% of the total funding to support developments in Gateway Cities</li></ul>
Safe and Successful Youth Initiative	Executive Order	Governor's Office of Community Affairs	Grant/spending legislation	<ul style="list-style-type: none"><li>Prevents and seriously curbs the epidemic of youth violence in MA by providing a full continuum of social education, and health care.</li><li>Establishes an emergency intervention compact among state, community groups, law enforcement, and other stakeholders.</li><li>Includes a major summer jobs program.</li></ul>	<ul style="list-style-type: none"><li>Targets seven cities: Boston, Springfield, Brockton, Lawrence, Lowell, New Bedford, and Worcester</li></ul>
Shannon Grants	Sen. Charles B. Shannon Jr. Community Safety Grants	BOHSS	Competitive Grants	<ul style="list-style-type: none"><li>Supports regional and multi-disciplinary approaches to combat gang violence through coordinated programs for prevention and intervention.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Smart Growth Districts	MGL c. 40 R	DHCD	Incentive and Bonus Payments	<ul style="list-style-type: none"><li>Creates Smart Growth Zoning Overlay Districts for the production of compact/high density housing.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Tax-Incentive Bonds		MassDevelopment	Bonds	<ul style="list-style-type: none"><li>Provides tax-credit bonds (federal and, in certain circumstances, state) to support affordable rental housing; assisted living and long term care facilities; public infrastructure projects; manufacturing facilities and equipment; municipal and governmental projects; and solid waste recovery and recycling projects.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>
Urban Renewal Program	MGL c. 121B	DECD	No current funding (grants)	<ul style="list-style-type: none"><li>Redevelops deteriorated and distressed areas by providing the economic environment needed to attract and support private investment for residential, commercial, industrial, business, governmental, recreational, educational, hospital or other purposes.</li></ul>	<ul style="list-style-type: none"><li>Open to any community</li></ul>

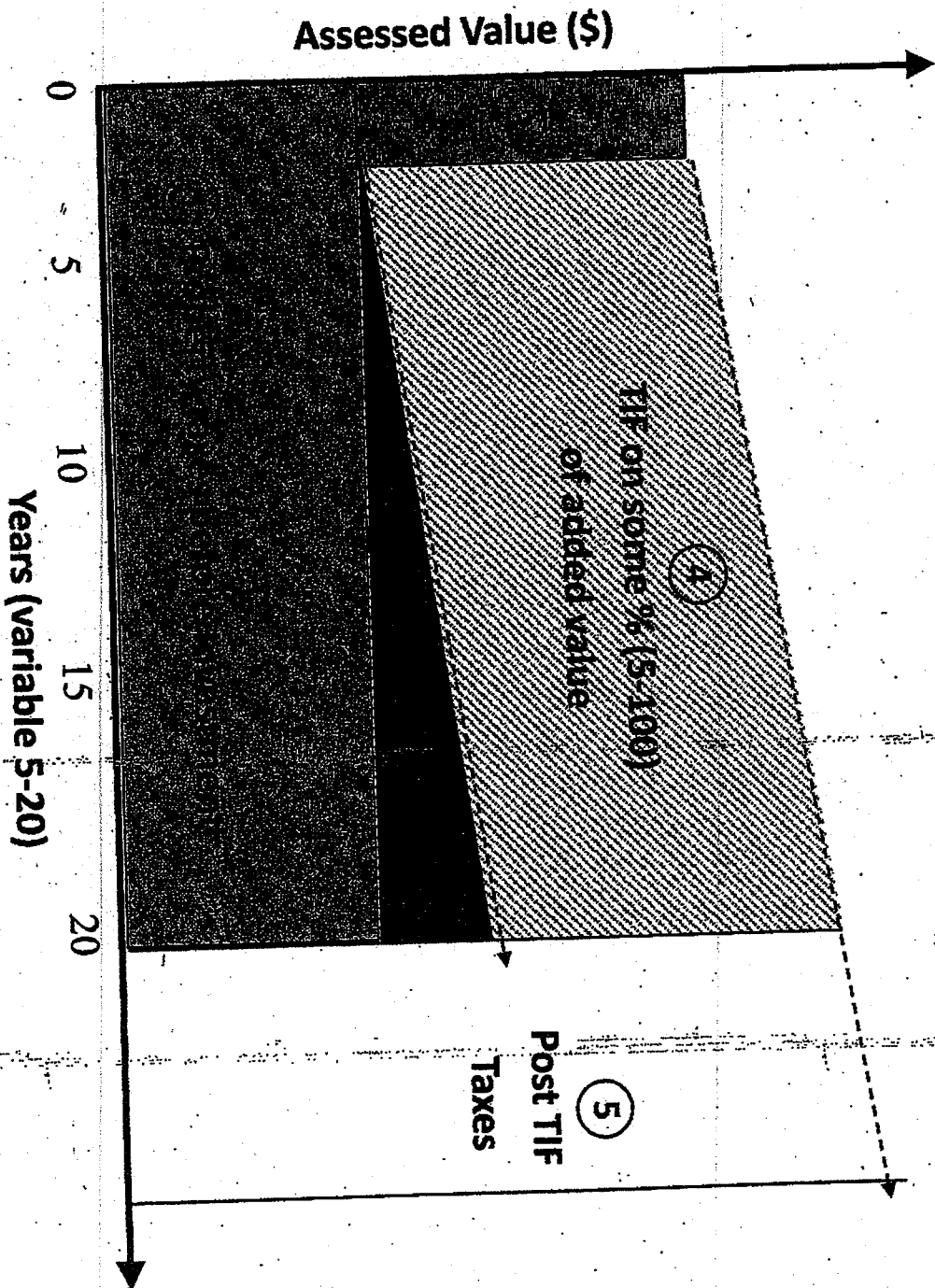
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\*This chart identifies state resources that support redevelopment and revitalization efforts in Gateway cities. These resources are either (1) targeted exclusively to Gateway cities - i.e., restricted to Gateway cities, (2) open (i.e., available to any community but include a preference or set-aside for Gateway cities or (3) open to any community but of particular utility to Gateway cities.

Prepared by the Office of Sustainable Communities



# Tax Increment Financing (TIF) Agreement Mechanics



- ① Taxes on original property valuation
- ② Expected growth in tax, with no investment
- ③ Amount investment raises property value
- ④ Added value subject to TIF Agreement Exemption
- ⑤ Company pays taxes on full assessed value of property upon TIF expiration

## Program Eligibility: By Project Type

### Expansion Projects (EP)

- **Location:** Anywhere in Commonwealth of Massachusetts

- **Job Creation:** New job creation and retention for at least 5 years

### Municipal Involvement:

- Requires municipal approval and a local tax exemption (either "STA" or "ETIP")

- **Out of State Sales:** Must generate greater than 25% of sales outside MA to be considered for EDIP state tax credit

### Enhanced Expansion Projects (EEP)

- **Location:** Anywhere in Commonwealth of Massachusetts

- **Job Creation:** At least 100 new jobs to be created and retained for at least 5 years

### Municipal Involvement:

- Requires municipal approval and a local tax exemption (either "STA" or "ETIP")

- **Out of State Sales:** Must generate greater than 25% of sales outside MA to be considered for EDIP state tax credit

### Manufacturing Retention Project (MRP)

- **Location:** Gateway Municipalities

- **Job Creation:** At least 25 new manufacturing jobs to be created or retained for at least 5 years

### Municipal Involvement:

- Requires municipal approval

- **Out of State Sales:** Must generate greater than 25% of sales outside MA to be considered for EDIP state tax credit

### Job Creation Project (JCP)

- **Location:** Anywhere in Commonwealth of Massachusetts

- **Job Creation:** At least 100 new full-time jobs to be created within 2 years. ITC equal to \$1000 per job created or \$5000 per job created in a Gateway City (ITC cap of \$1,000,000)

### Municipal Involvement:

- Not required

- **Out of State Sales:** Must generate greater than 25% of sales outside MA to be considered for EDIP state tax credit

\*If structure has been vacant for at least 24 months, may be eligible for 10% Abandoned Building Renovation Deduction

Massachusetts Office of Business Development

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

[ excerpt from City of Fitchburg's local T.I.F. ordinance ]

**Chapter 161: Taxation****Article III: Tax Increment Financing**

[Adopted 6-7-2011 by Ord. No. 119-2011]

**§ 161-11 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**BOARD**

The Tax Increment Financing Board established by this article.

**TAX INCREMENT FINANCING**

Any form of tax exemption established by the commonwealth which authorizes the City to exempt property or portions thereof from tax increases, whether now existing or created after the effective date of this article.

**TIF**

Tax increment financing.

**§ 161-12 Creation of Board; agreement.**

- A. Whenever, under any general or special law, or regulation of any agency of government, the Council and Mayor authorize the City to enter into a tax increment financing agreement, the Mayor and Council President shall appoint a five-member board for the purpose of establishing the terms of the agreement in accordance with the provisions of this article and the statutes and regulations of the commonwealth. The Board shall not be a permanent board but will be appointed to consider, negotiate and approve the agreement authorized by the Mayor and Council.
- B. The Tax Increment Financing Board shall consist of the Mayor, or his or her designee, a City Councilor appointed by the Council President, the Chief Assessor of the City or another member of the Board of Assessors appointed by the Chief Assessor, and two persons appointed by the Mayor, one of whom shall be a financial professional and one of whom shall be a resident of the City who pays real estate taxes. The latter two mayoral appointees will be appointed subject to confirmation by the Council. The mayoral appointees shall be designated in his or her petition to the Council for its approval.  
[Amended 6-3-2014 by Ord. No. 100-2014]
- C. The City shall not enter into a tax incentive agreement unless it and the project to which it relates are approved by a majority of the members of the Board in accordance with the statutes and regulations of the commonwealth and the ordinances of the City.
- D. The agreement shall require the following:
  - (1) A time frame within which a specific number of new jobs will be created within a three-year period from the date the agreement is executed.
  - (2) Written reports on a quarterly basis describing the number of jobs created or retained. These reports shall be given to both the City Council and Mayor and shall be audited by the Treasurer/Collector.
  - (3) Tax increment exemptions from property taxes, under MGL c. 59, § 5, Clause Fifty-first, for a specified term not to exceed 15 years, except as otherwise provided in this article, for any parcel of real property which is located in the TIF zone and for which the agreement is to be executed with the owner of the real property.
  - (4) Specify the level of the exemptions expressed as exemption percentages, not to exceed 100%, to be used in calculating the exemptions for the parcel, and for personal property situated on that parcel, as provided under MGL c. 59, § 5, Clause Fifty-first. The exemption for each parcel of real property shall be calculated using an adjustment

## Technical Preservation Services

National Park Service  
U.S. Department of the Interior[Home](#) > Tax Incentives

### Tax Incentives for Preserving Historic Properties

The Federal Historic Preservation Tax Incentives program encourages private sector investment in the rehabilitation and re-use of historic buildings. It creates jobs and is one of the nation's most successful and cost-effective community revitalization programs. It has leveraged over \$78 billion in private investment to preserve 41,250 historic properties since 1976. The National Park Service and the Internal Revenue Service administer the program in partnership with [State Historic Preservation Offices](#).

#### Video



National Park Service Director Jonathan Jarvis visits the Atlas Theater in Washington, DC, to highlight how the tax incentives revitalize historic buildings and spark economic opportunity in communities.

[Transcript](#)

#### Reports

[2015 Annual Report](#)[2015 Statistical Report](#)[Annual Report on the Economic Impact of the Federal Historic Tax Credit for FY 2014](#)[35th Anniversary Report \(2012\)](#)[Annual and Statistical Reports Archive](#)

Read about the catalytic effect of the historic preservation tax incentives on [communities nationwide](#) and in [Montana](#) and [Ohio](#).



#### 20% Tax Credit

A 20% income tax credit is available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior, through the National Park Service, to be "certified historic structures." The State Historic Preservation Offices and the National Park Service review the rehabilitation work to ensure that it complies with the [Secretary's Standards for Rehabilitation](#). The

Reports of  
CommitteesEconomic  
Development  
Committee (cont)

Internal Revenue Service defines qualified rehabilitation expenses on which the credit may be taken. Owner-occupied residential properties do not qualify for the federal rehabilitation tax credit. Learn more about this credit [before you apply](#).

Each year, Technical Preservation Services approves approximately 1200 projects, leveraging nearly \$6 billion annually in private investment in the rehabilitation of historic buildings across the country. Learn more about this credit in [Historic Preservation Tax Incentives](#).

**10% Tax Credit**

The 10% tax credit is available for the rehabilitation of non-historic buildings placed in service before 1936. The building must be rehabilitated for non-residential use. In order to qualify for the tax credit, the rehabilitation must meet three criteria: at least 50% of the existing external walls must remain in place as external walls, at least 75% of the existing external walls must remain in place as either external or internal walls, and at least 75% of the internal structural framework must remain in place. There is no formal review process for rehabilitations of non-historic buildings. Learn more about this credit in [Historic Preservation Tax Incentives](#).

**Tax Benefits for Historic Preservation Easements**

A historic preservation easement is a voluntary legal agreement, typically in the form of a deed, that permanently protects an historic property. Through the easement, a property owner places restrictions on the development of or changes to the historic property, then transfers these restrictions to a preservation or conservation organization. A historic property owner who donates an easement may be eligible for tax benefits, such as a Federal income tax deduction. Easement rules are complex, so property owners interested in the potential tax benefits of an easement donation should consult with their accountant or tax attorney. Learn more about easements in [Easements to Protect Historic Properties: A Useful Historic Preservation Tool with Potential Tax Benefits](#).



nps.gov

EXPERIENCE YOUR AMERICA™

City of Fitchburg,

September 6, 2016

Reports of  
Committees

Legislative Affairs  
Committee

**Legislative Affairs Committee-Oral Report**  
**Meeting of September 6, 2016**

The Legislative Affairs Committee recommended the following  
Petition be given leave to withdraw:

- 206-16. Councillors Bean, Beauchemin, Green, Bisol and Clark,  
to restore the option to allow the City Council  
members to participate in health care benefits.

The report from the Legislative Affairs Committee was accepted.  
Motion to deny the Petition passed by vote of 10 in  
favor and 1 opposed (Beauchemin).  
11 members present. Board consists of 11 members.  
Awaiting the report from the Finance Committee.

-----  
The Legislative Affairs Committee recommended the following  
Petition be granted:

- 207-16. Barbara Nealon, Chairperson, Human Rights Commission,  
to increase the Human Rights Commission membership  
from five members and one associate member to nine  
members and two associate member.



STEPHEN L. DINATALE  
MAYOR  
166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL. (978) 829-1801

*The City of Fitchburg*  
*Massachusetts*  
Human Rights Commission

BARBARA NEALON  
CHAIRPERSON  
HUMANRIGHTSCOMM@FITCHBURGMA.GOV  
SANTA AMICO  
ADRIAN FORD  
DAVID ROTH  
CHERYL MAGUY-STEWART

July 13, 2016

The Honorable City Council  
Fitchburg Municipal Offices  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

Dear Honorable Councilors,

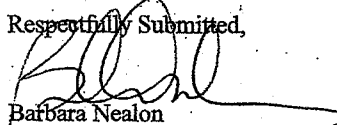
The undersigned Petition your Honorable Body to:

To increase the Human Rights Commission membership from five members and one associate member to nine  
members and two associate members.

For reasons says additional members to the Human Rights Commission assures diverse and vulnerable  
population representation on the commission with consideration to age, ancestry, color, disabled, ethnicity,  
family status, language, marital status, military status/history, national origin, public assistance reciprocity,  
gender identity, religious creed, sex, sexual orientation and youth to be considered.

For further reason says additional associate members to the Human Rights Commission provides for youth  
representation and youth engagement.

Respectfully Submitted,

  
Barbara Nealon  
Chairperson

FITCHBURG CITY CLERK  
16 JUL 13 17 03

Reports of  
Committees

Legislative  
Affairs Committee  
(cont)

**TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG**

Ladies and Gentlemen:

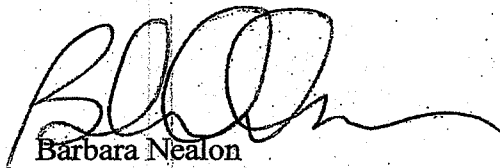
The undersigned Petition your Honorable Body to

To increase the Human Rights Commission membership from five members and one associate member to nine members and two associate members.

For reasons says additional members to the Human Rights Commission assures diverse and vulnerable population representation on the commission with consideration to age, ancestry, color, disabled, ethnicity, family status, language, marital status, military status/history, national origin, public assistance reciprocity, gender identity, religious creed, sex, sexual orientation and youth to be considered.

For further reason says additional associate members to the Human Rights Commission provides for youth representation and youth engagement.

Respectfully Submitted,

  
Barbara Nealon  
Chairwoman

FITCHBURG CITY CLERK  
16 JUL 13 17 03

Report read and accepted. Petition granted by unanimous vote.  
11 members present. Board consists of 11 members.

**ORDERS-FINANCE**

The following Orders were referred to the Finance Committee:

- 210-16. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Public Safety and Security, for the FY17-State 911 Department Support and Incentive Grant in the approximate of \$115,227, for the purposes of said grant.
- 211-16. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Federal Department of Justice, Office of the Justice Programs, for the FY17 Local JAG Award-LLEBG 20, in the approximate amount of \$28,415, for the purposes of said grant.

**PETITIONS**

The following Petition was referred to the Legislative Affairs Committee:

- 212-16. Councilor Marcus DiNatale, to petition for a resolution of the Fitchburg City Council to the Fitchburg Board of Health, that the city council expresses its continued support of City Code Chapter 164 Section 4 and existing state law, that anyone under the age of 18 be restricted from being sold tobacco products. An age restriction of 21 or older will only result in decreased sales at our local establishments thereby hurting the local economy while incentivizing local consumers to migrate outside the city for these products that have no such restriction. Furthermore, be it resolved that the city council supports no restrictions on where flavored tobacco products can be sold in the city.

- 213-16. Michelle St. Cyr and various City residents, petition to not re-zone the properties located on Westminster Hill Road, which are currently rural residential to commercial recreation overlay district.

September 6, 2016

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Not re-zone the properties located on Westminster hill road, which are currently rural residential to commercial recreation overlay district.

Anne B. Belmont

John L. B.

John L. B.

Meagan Borey

Anna Borey

Dennis Borey

Payton Borey

Page Borey

Edmund Borey

H. Borey

Cathy Little (71-73 Wachusett St. Fitchburg MA 01420)  
Richard E. Little

## TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Not re-zone the properties located on Westminster hill road, which are currently rural residential to commercial recreation overlay district.

James St. Cyr 200 Central Ave EXT  
Michelle St. Cyr 200 Central Ave EXT  
John A. St. Cyr 717 Westminster St  
Norm J. St. Cyr 717 Westminster St

Kelly Fedorako

Victoria Latta

Anthony Fedorako

Steph Retzlaff

P. Hymn 126 Parson Circle

Barbara Speed 79 Parson Circle

Lynn A. Wheeler 68 Parson Cir

Brent P. Hall 68 Parson Cir

Daniel Poirier 78 Parson Cir

Judy Poirier 78 Parson Cir

Carolyn Poirier 92 Parson Circle

Louis Poirier 92 Parson Circle

Linda W. Berndt 49 Parson Circle

Beverly J. Berndt 49 Parson Circle

FITCHBURG CITY CLERK  
16 AUG 15 09 25

Petitions (cont)

## TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Not re-zone the properties located on Westminster hill road, which are currently rural residential to commercial recreation overlay district.

Tuyen Nguyen 166 Cascade St Fitchburg MA 01420  
 Thanh Nguyen " 73  
 Thanh Nguyen "  
 Deep Nguyen "

Vivian Nguyen 73 Victoria LN Fitchburg MA

Kaili Nguyen 192 Cascade St Fitchburg MA

Thuy Phan "

Joey Bae 156 Cascade St. Fitchburg MA

Francisco Bae Jr. 156 Cascade St. Fitchburg MA

Joanne Kelley 148 Cascade St Fitchburg MA

Ryan Kelley " "

Sybil Smith 104 Cascade St Fitchburg MA

Joey Bae 80 Cascade St Fitchburg

Joey Bae 24 Saint Jude Blvd Fitchburg (Lorraine Lewis)

Rico Melendez 88 St Jude Blvd Fitchburg, MA

Margaret Goscowski 38 Kaypha Fitchburg MA

FITCHBURG CITY CLERK

16 AUG 15 09 25

## TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Not re-zone the properties located on Westminster hill road, which are currently rural residential to commercial recreation overlay district.

Kathleen E. Walsh 78 St. Jude Blvd Fitchburg Ma  
William R. Walsh 78 St. Jude Blvd Fitchburg Ma  
Pae Banc JR 120 St Jude blvd Fitchburg MA  
Diana Sinkus 48 Kaysha Dr Fitchburg MA  
Chris Sinkus 48 Kaysha DR FITCHBURG MA

David Richards 109 Hemlock Drive Fitchburg MA  
Michael W. Martello 84 Hemlock Dr Fitchburg MA  
Kaylo Pellane 25 Loiselle Ave. Fitchburg, MA  
Theresa Guertin 165 Central Ave ext. Fitchburg MA.  
Michael Moraw 165 Central ave ext. Fitchburg MA.  
John M. Duns 24 ROPER RD. WESTMINSTER MA

Petitions (cont)

## TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Not re-zone the properties located on Westminster hill road, which are currently  
rural residential to commercial recreation overlay district.

Cheryl Nelson, 49 St. Jude Blvd, Fitchburg  
Joel Maillet 99 St. Jude Blvd, Fitchburg  
Michael Pratt 109 St Jude Blvd Fitchburg  
Matt Laurence 150 St Jude Blvd Fitchburg  
Steve Lowe 140 St Jude Blvd Fitchburg  
Darryl Roy 47 KAYSH DR Fitchburg  
John Costa 43 Hemlock Dr Fitchburg  
Gail Jewett 40 Loiselle Ave Fitchburg  
Brad Jewett 40 Loiselle Ave Fitchburg

## TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Not re-zone the properties located on Westminster hill road, which are currently rural residential to commercial recreation overlay district.

Melina Tannaro

Joseph Tannaro

Daniel Bell 92 Loiselee Ave

Loretta Tannaro 95 Loiselee Ave

Scott Armardin 24 Hemlock Dr

Joe Journeault 126 Westminster Hill

Angela Godin 298 St. Joseph Ave

Phil Davis 298 St. Joseph Ave.

Under Suspension of the Rules, motion to deny the Petition  
passed by vote of 10 in favor and 1 opposed (Tran). 11 members  
present. Board consists of 11 members.

ELECTRICAL		mobilitie	
1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE MATERIALS AND EQUIPMENT. IF ANY DISCREPANCIES OR CONFLICTING INFORMATION IS DISCOVERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.		PROJECT NO. 94MB001640	
2. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERIFY EXACT LOCATION AND MOUNTING HEIGHTS OR ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.		DRAWN BY: RO	
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHOD SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH REGULATIONS.		CHECKED BY: SJB	
4. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED IN THE CONTRACT DOCUMENTS AND SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NFPD AND "UL" LISTED.		MINIMUM BENDING RADIUS TO INSIDE EDGE	
5. ALL CONDUIT SHALL HAVE A FULL GROUND.		NO. 6 AWG TO NO. 4 AWG 6 INCHES	
6. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 1000 ALC.		NO. 2 AWG TO NO. 1/0 AWG 8 INCHES	
7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 1000 ALC.		NO. 2/0 AWG TO 4/0 THHN 12 INCHES	
8. ALL APPLICABLE CODES AND ALL APPLICABLE CODES SHALL BE OBSERVED.		250 MCM TO 750 MCM 24 INCHES	
9. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.		GROUNDING CONDUCTOR SIZE	
10. ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVERPLATES.		NO. 6 AWG TO NO. 4 AWG	
SERVICE AND DISTRIBUTION		NO. 2 AWG TO NO. 1/0 AWG	
1. WIRE AND CABLE CONDUCTORS SHALL BE COPPER, 600V, TYPE THHN OR THWN, WITH INSULATION COLOR MARKING TO INDICATE VOLTAGE, AND SHALL BE UTILITY COMPANY APPROVED.		NO. 2/0 AWG TO 4/0 THHN	
2. METER SOCKET APERTURES, VOLTAGE NUMBER OF PHASES SHALL BE NOTED ON THE DRAWINGS, MANUFACTURED BY MILBANK OR APPROVED EQUAL, AND SHALL BE UTILITY COMPANY APPROVED.		250 MCM TO 750 MCM	
3. GROUNDING		MINIMUM BENDING RADIUS TO INSIDE EDGE	
A. RIGID CONDUIT SHALL BE UL LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY OR IN CONTACT WITH ANY OTHER MATERIAL THAT MAY CAUSE CORROSION OF THE EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.		NO. 6 AWG TO NO. 4 AWG 6 INCHES	
B. FLEXIBLE METALLIC CONDUIT SHALL HAVE UL LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. ALL FLEXIBLE CONDUITS SHALL HAVE A FULL LENGTH GROUNDING WIRE ELECTRICAL CONNECTOR TO NOTIFY 611 OR OTHER SUCH UTILITY LOCATING AGENCY 3 DAYS BEFORE DIGGING.		NO. 2 AWG TO NO. 1/0 AWG 8 INCHES	
C. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT SERVICE TO THE TEMPORARY POWER AND ALL TACKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.		NO. 2/0 AWG TO 4/0 THHN 12 INCHES	
D. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE 1/8" MINIMUM). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS (NOT NICKEL). CONDUIT SHALL BE 1/2" MINIMUM.		250 MCM TO 750 MCM 24 INCHES	
E. UPON COMPLETION OF WORK, CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR SHALL BE REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAUNAGED CONDITION.		MINIMUM BENDING RADIUS TO INSIDE EDGE	
F. GROUNDING ELECTRODE SYSTEM		NO. 6 AWG TO NO. 4 AWG 6 INCHES	
A. PREPARE SURFACE PREPARATION: ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN THE CONDUCTOR AND THE SURFACE TO WHICH IT IS TO BE CONNECTED.		NO. 2 AWG TO NO. 1/0 AWG 8 INCHES	
B. ALL CONDUCTORS MUST RUN THROUGH CONDUIT, BOTH ENDS OF CONDUIT SHALL BE GROUNDING. SEAL BOTH ENDS OF CONDUIT WITH SILICONE GROUT.		NO. 2/0 AWG TO 4/0 THHN 12 INCHES	
C. ALL BURNED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEES, CRISSES, FITTINGS, CABLE TO GROUND RODS, GROUND ROD TO GROUND ROD, AND GROUNDING PROTECTION SYSTEMS (CABLE TO GROUND RODS, GROUND ROD TO GROUND ROD, AND GROUNDING PROTECTION TOOLS, ETC.) SHALL BE BY "ULTRAWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.		250 MCM TO 750 MCM 24 INCHES	
D. ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY WELDING. ALL BONDING CONDUCTORS SHALL BE CONNECTED BY WELDING. ALL BONDING CONDUCTORS SHALL BE CONNECTED BY WELDING. ALL BONDING CONDUCTORS SHALL BE CONNECTED BY WELDING.		MINIMUM BENDING RADIUS TO INSIDE EDGE	
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V. ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECT			

City of Fitchburg, September 6, 2016

Petitions (cont)



August 22, 2016

Department of Public Works-Engineering  
301 Broad Street  
Fitchburg, MA 01420  
Phone: 978-829-1917

RE: Mobilitie LLC Grant of Location Petition Application: BS90XSI54A\_9MAB001640, BS90XSI55A\_9MAB001641

Dear Mr. Bevilacqua,

Please find the enclosed Mobilitie LLC petitions and orders for two (2) Grants of Location in your jurisdiction. Along with the attached petition and order, you will also find construction drawings and photos simulation for the facility. Mobilitie, LLC understands the application will not be approved until the committees, City Council, and any Public Improvement Commissions ("PIC") are in agreement.

Mobilitie, LLC is a public utility company regulated by the Massachusetts Department of Public Utilities to provide telephone related services, such as facilities based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Mobilitie, LLC is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, are available to be used by other entities, including the City of Fitchburg.

Mobilitie, LLC plans to construct the applied for pole attachment within the next 18 months and formally requests that the City identify a single point of contact to streamline the communications process, regarding the application, for the benefit of both parties. A local New England Permitting Manager will be following up with this Application Submission.

Mobilitie, LLC's hybrid transport network is an industry changing approach that seeks to improve backhaul connectivity for the City's residents. We are excited to work with the City of Fitchburg and are available to answer questions. Please do not hesitate to contact me at 205-394-9108 or [jhendricks@mobilitie.com](mailto:jhendricks@mobilitie.com).

Thank you for your attention to this matter.

Respectfully submitted,

Joseph Hendricks  
Network Real Estate Specialist

\*Enclosures

Mobilitie, LLC  
3475 Piedmont Road NE  
Suite 1000  
Atlanta GA 30305

FITCHBURG CITY CLERK  
16 AUG 30 10 47

send notice  
of hearing via email

Petitions (cont)

BS90XSI54A\_9MAB001640

**PETITION FOR GRANT OF LOCATION FOR  
NEW UTILITY POLE**

**City of Fitchburg, Massachusetts**  
**Department of Public Works**

RESPECTFULLY REPRESENTS MOBILITIE, LLC, (hereinafter known as the PETITIONER), that it desires to construct upon, along, under or across the public way(s) of the City of Fitchburg, wires, cables, poles, piers, abutments, conduits or fixtures.

WHEREFORE, the PETITIONER prays that, after due notice and public hearing as provided by law, the City of Fitchburg may by Order grant to the PETITIONER permission to construct, in accordance with plan(s), the following:

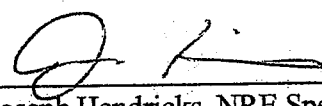
*Petitioner proposes to install backhaul transport equipment on a proposed utility pole in the right of way located north of the intersection of JOHN FITCH HWY & SUMMER ST with electricity connection (Lat/Long: 42.572558, -71.777212). Location approximately as shown on plan attached as Exhibit "A."*

The PETITIONER understands and agrees that:

1. PETITIONER shall locate and complete all work as specified and approved by the City.
2. PETITIONER shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction.
3. PETITIONER shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by the City.

For the PETITIONER:

MOBILITIE, LLC

By:   
Joseph Hendricks, NRE Specialist

Date: 8/22/2016

16 AUG 30 10 14

FITCHBURG CITY CLERK

City of Fitchburg,

September 6, 2016

Petitions (cont)

BS90XSI54A\_9MAB001640

**ORDER FOR GRANT OF LOCATION FOR  
NEW UTILITY POLE**

**City of Fitchburg, Massachusetts  
Department of Public Works**

WHEREAS, MOBILITIE, LLC, (hereinafter known as the PETITIONER) has petitioned for permission to construct upon, along, under or across the public way(s) of the City of Fitchburg, the following:

*Petitioner proposes to install backhaul transport equipment on a proposed utility pole in the right of way located north of the intersection of JOHN FITCH HWY & SUMMER ST with electricity connection (Lat/Long: 42.572558, -71.777212). Location approximately as shown on plan attached as Exhibit "A."*

AND WHEREAS, notice has been given and a hearing held on said petition as provided by law; NOW THEREFORE BE IT ORDERED that the PETITIONER be and hereby is granted permission by the City of Fitchburg to complete the construction described above, all in accordance with the following conditions:

1. PETITIONER shall locate and complete all work as shown by plan(s) specified and approved by the Town, and as may have been amended by the City.
2. PETITIONER shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction.
3. PETITIONER shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by the City.

Approved by the City of Fitchburg on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

A True Record. Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

**Certificate**

I hereby certify that the foregoing Order was adopted by the City of Fitchburg on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Received and entered in the records of Location Orders of the City of Fitchburg, in Book \_\_\_\_\_, Page \_\_\_\_\_.

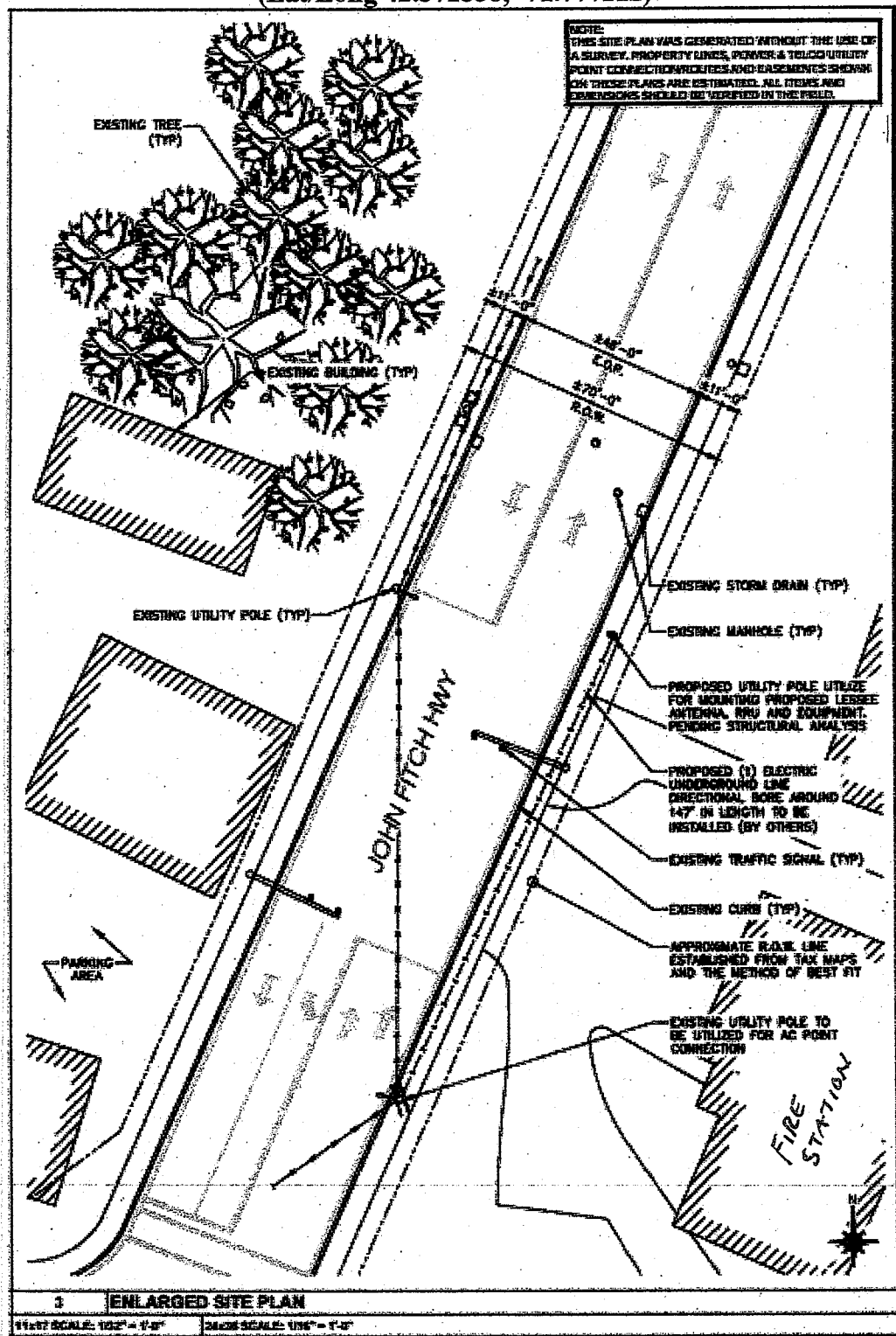
Certified. Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Petitions (cont)

BS90XSI54A\_9MAB001640

42°-39'-21.21"  
71°-46'-37.96"

Exhibit A  
Mobilitie # BS90XSI54A\_9MAB001640  
JOHN FITCH HWY & SUMMER ST, Fitchburg, MA  
(Lat/Long 42.572558, -71.777212)



SITE ID: 9MAB001640 / BS90XSIS4A  
JOHN FITCH HWY & SUMMER ST  
FITCHBURG, MA 01420



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A WARNING SIGN SHALL BE PLACED AT THE ENTRANCE TO THE FACILITY. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL STORAGE IS PROPOSED.

SITE INFORMATION

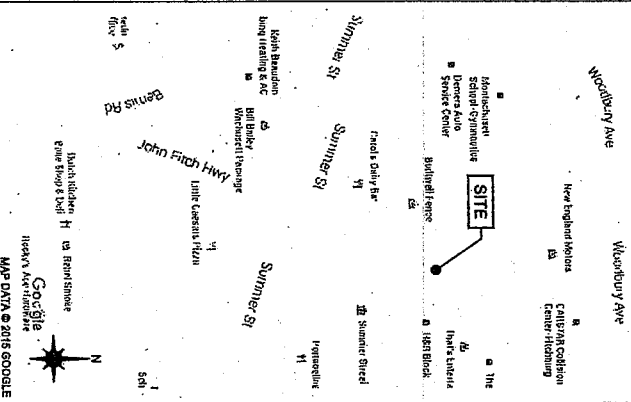
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS STREET:	JOHN FITCH HWY & SUMMER ST FITCHBURG, MA 01420
APPLICANT:	MOBILITE, LLC
APPLICANT ADDRESS:	9239 PEACHTREE STREET NE, SUITE 710 ATLANTA, GA 30309 PHONE: (812) 688-5400
LATITUDE:	N 42° 34' 21.2" (44.57288)
LONGITUDE:	W 71° 48' 38.8" (-71.77712)
LOCATIONS TYPE:	MA 83
GROUND ELEVATION:	437' AMSL
COUNTY:	WORCESTER COUNTY
JURISDICTION:	FITCHBURG CITY

BEFORE SCALING:

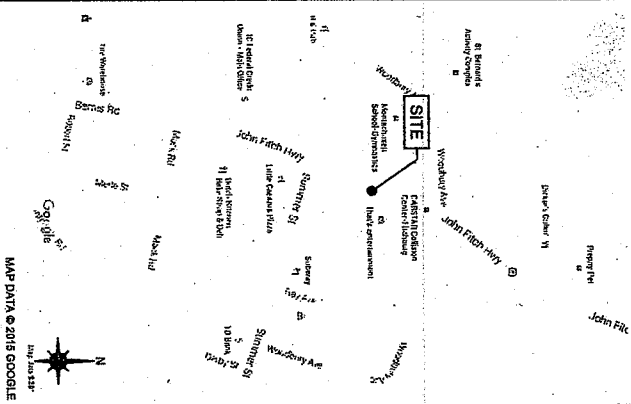
CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

LOCATION MAPS

VICINITY MAP



REGIONAL MAP



PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL EQUIPMENT ON PROPOSED UTILITY POLE WITHIN ANY EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:  
• INSTALL PROPOSED BACKHILL, TRANSPORT ON PROPOSED UTILITY POLE

CODES

2015 INTERNATIONAL BUILDING CODE  
2014 NATIONAL ELECTRICAL CODE

DRAWING INDEX

SHEET NO.	TITLE SHEET	SHEET TITLE
1.0	SITE PLAN & EXHIBIT PHOTO	
2.0	POLE ELEVATION	
2.1	POLE ELEVATION	
3.0	ANTENNA & EQUIPMENT MOUNTING DETAILS	
3.1	ANTENNA & EQUIPMENT SPECIFICATIONS	
4.0	ELECTRICAL DETAILS	
6.0	EQUIPMENT & SAFETY LABELS	
6.1	TRAFFIC CONTROL PLAN	
6.2	TRAFFIC CONTROL PLAN	
6.3	GENERAL NOTES	
6.4	GENERAL NOTES	

THESE DRAWINGS ARE BASED ON SITE INFORMATION PROVIDED TO KMB. KMB HAS NOT PERFORMED FIELD VERIFICATION.

ARCHITECT/ENGINEER

KMB DESIGN GROUP, LLC  
1800 ROUTE 3A, SUITE 200  
WALTON, MA 01778  
TEL: (727) 290-8563  
FAX: (727) 290-8563  
WWW.KMBDG.COM

MOBILITE

PROJECT NO: 9MAB001640

DRAWN BY: NC

SB

CHECKED BY:

1	1800115	1800115
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20	1800115	1800115

KMB DESIGN GROUP, LLC

Stephen A. Bray

PROFESSIONAL ENGINEER

PRELIMINARY  
NOT FOR CONSTRUCTION

MA LICENSE: 4770  
IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT ANY INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

BS90XSIS4A  
JOHN FITCH HWY & SUMMER ST  
FITCHBURG, MA 01420  
UTILITY POLE

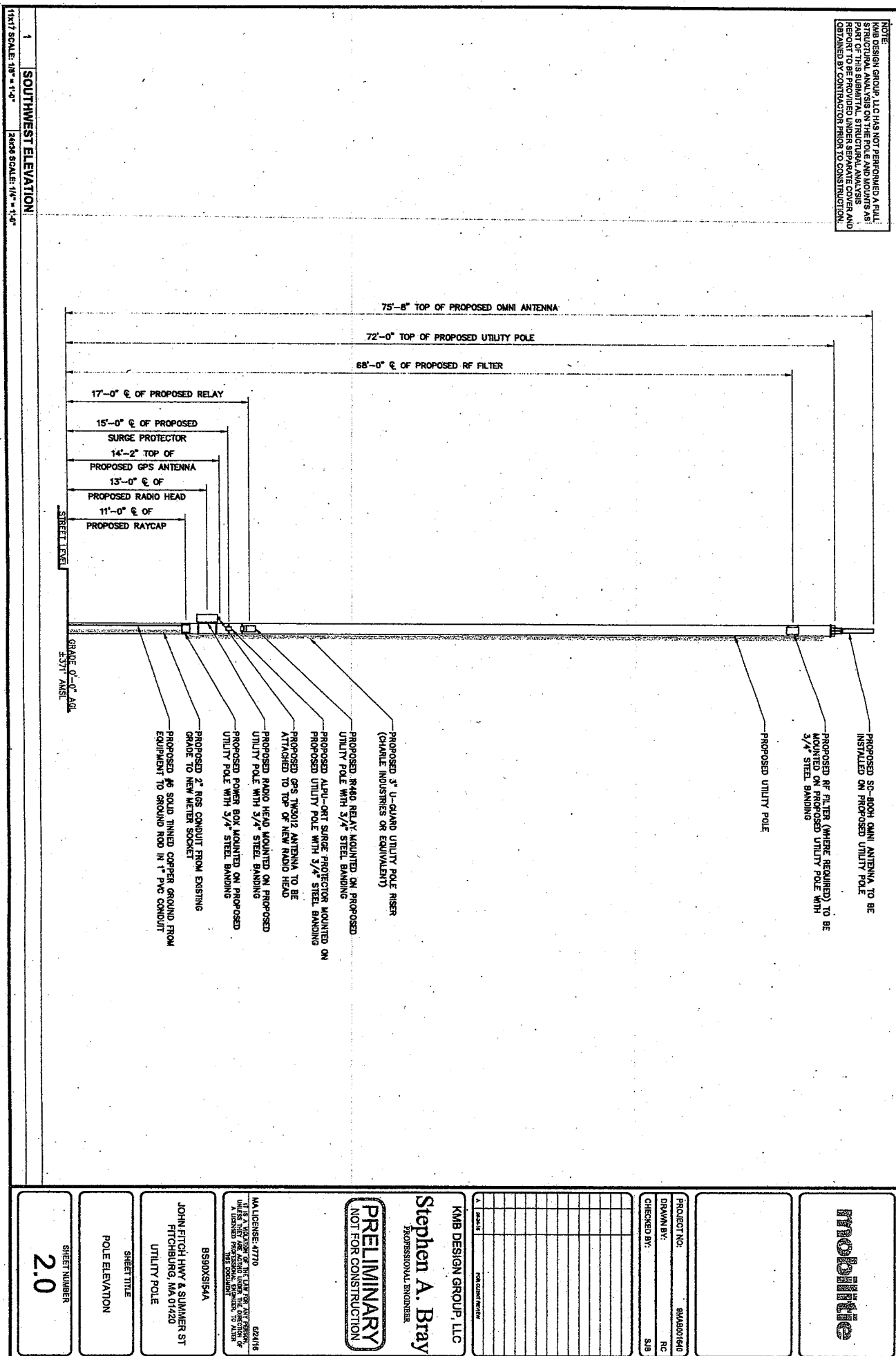
SHEET TITLE

TITLE SHEET

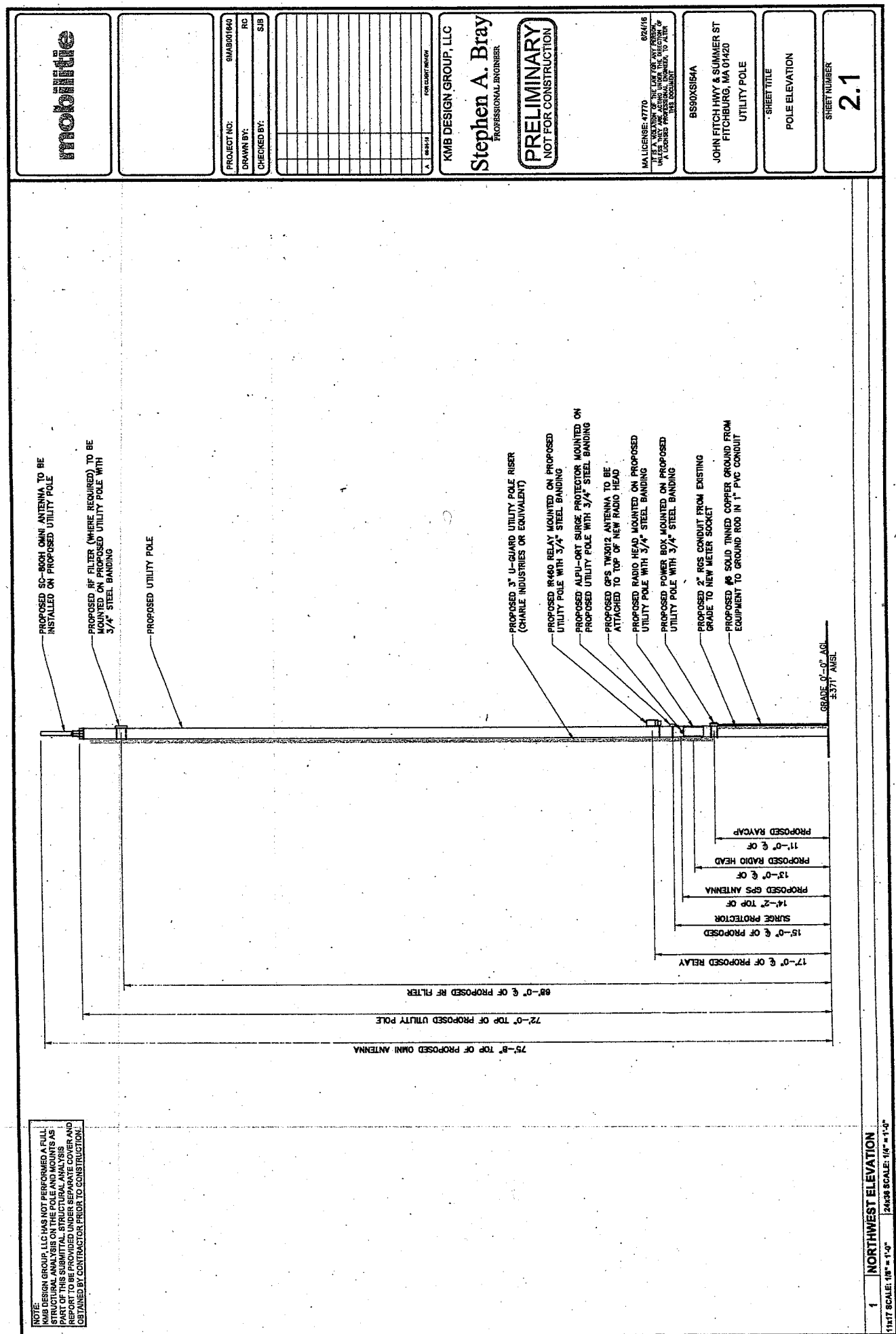
SHEET NUMBER

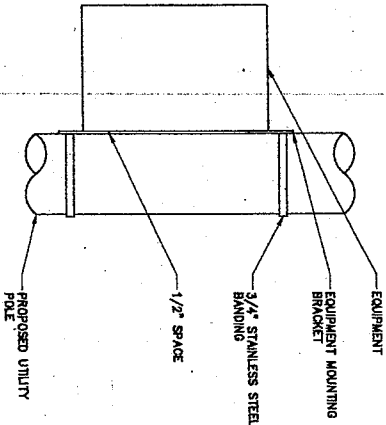
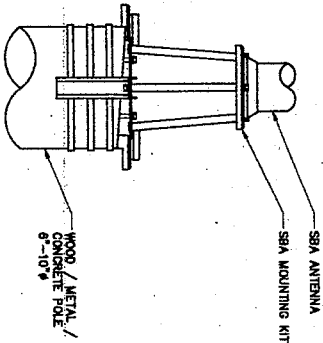
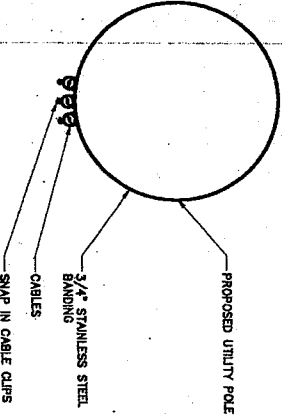
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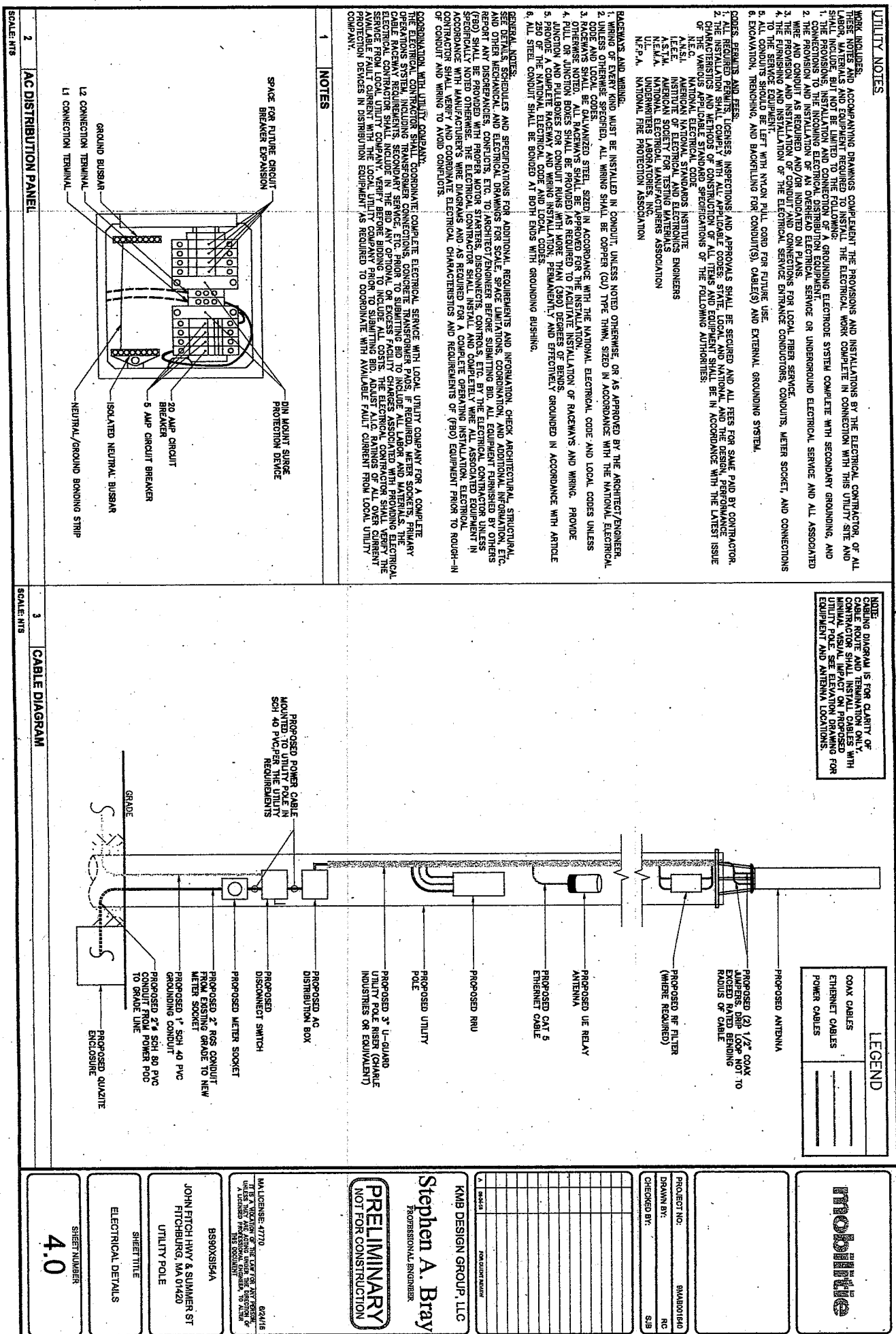
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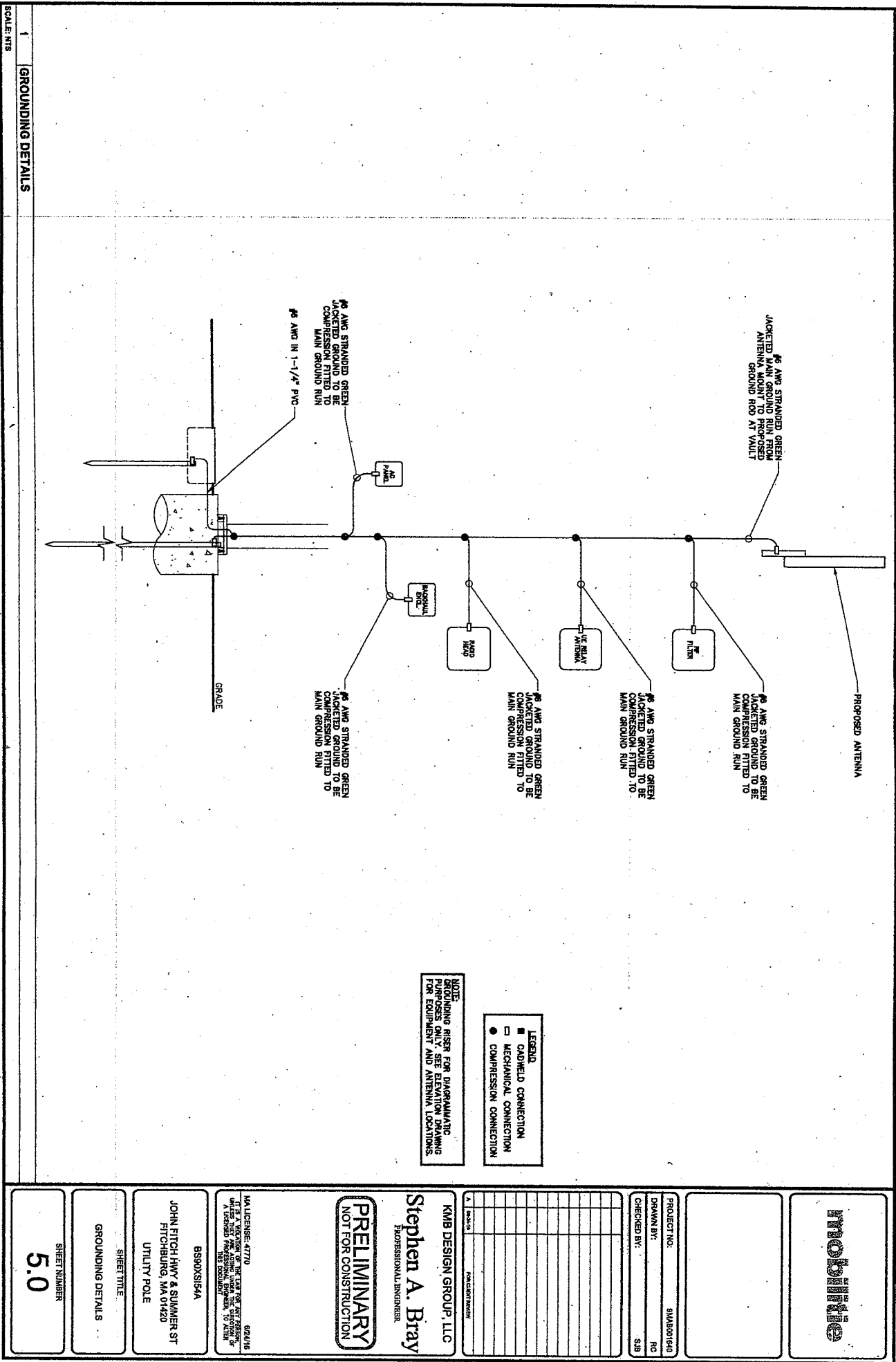
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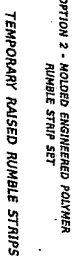
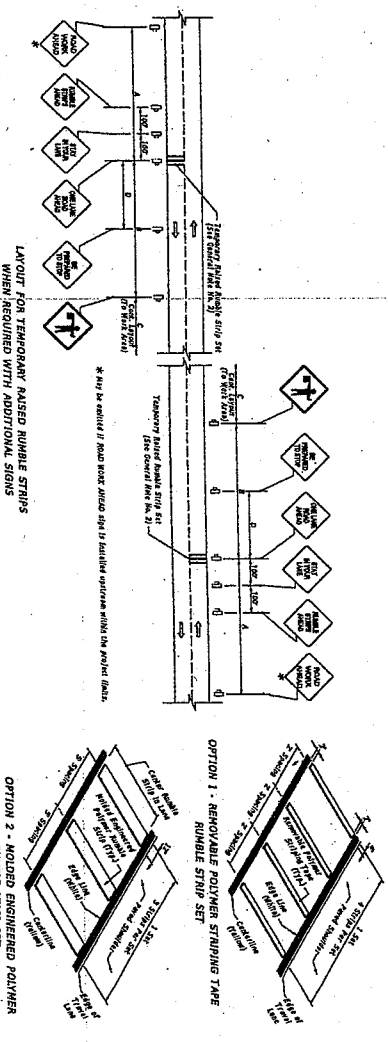


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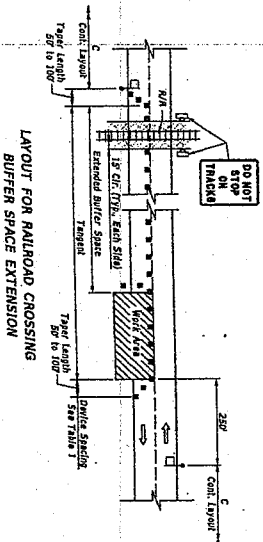
<div>1</div> <div>RF NOTICE SIGN DETAIL</div> <div>SCALE: NTS</div> <div><div>6.5"</div><div>0</div><div>0</div><div>NOTICE</div><div></div><div>Stay Back</div><div>Radio-frequency energy may exceed exposure limits. If questions, contact facility owner.</div></div> <div>ANTENNA SIGNAGE: ON WOOD POLES - SIGN ON ALUMINUM WITH SS SCREW TO THE POLE ON METAL POLES - ADHESIVE VINYL OR PLACARD STRAPPED WITH SS TIES ON CONCRETE / COMPOSITE - PLACARD STRAPPED WITH SS TIES SIGN PLACEMENT: APPLY TO THE STRUCTURE 2'-4" BELOW THE COMMERCIAL RF ANTENNA(S) SIZE APPROX. 8' x 5.5'</div>		<div>2</div> <div>RF/POWER DISCONNECT SIGN</div> <div>SCALE: NTS</div> <div><div>5'</div><div>RF / POWER DISCONNECT INSIDE</div></div> <div>NOTE: RF/POWER DISCONNECT SIGN TO BE PLACED ON OUTSIDE DOOR OF AC DISTRIBUTION BOX.</div>
<div>3</div> <div>POLE OWNER SIGN DETAIL</div> <div>SCALE: NTS</div> <div><div>5'</div><div>INTERSTATE TRANSPORT AND BROADBAND</div><div>In case of emergency contact: EMAIL: <a href="mailto:NOC@FITCHBUTILITY.COM">NOC@FITCHBUTILITY.COM</a> PHONE: (877) 244-7889 SITE ID: 9MAB001640</div></div> <div>OWNER/OPERATOR NOTE: SITE ID LABEL TO BE APPLIED WITH TAGS/LABELLING TYPE OR EQUIVALENT EXTRA STRENGTH ADHESIVE. USE ANY COMPATIBLE PHOTOCHROME LABEL. WATER TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".</div>	<div>mobilitie</div> <div>PROJECT NO: 9MAB001640</div> <div>DRAWN BY: RC</div> <div>CHECKED BY: SJB</div> <div>MA LICENSE: 4770 62418 IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO TAMPER OR ALTER ANY INFORMATION CONTAINED HEREON WITHOUT THE PERMISSION OF THE CITY OF FITCHBURG.</div> <div>BSR0X5S154A</div> <div>JOHN FITCH HWY &amp; SUMNER ST FITCHBURG, MA 01420</div> <div>UTILITY POLE</div> <div>SHEET TITLE EQUIPMENT &amp; SAFETY LABELS</div> <div>SHEET NUMBER 6.0</div> <div>PRELIMINARY NOT FOR CONSTRUCTION</div> <div>KNIB DESIGN GROUP, LLC Stephen A. Bray PROFESSIONAL ENGINEER</div>	



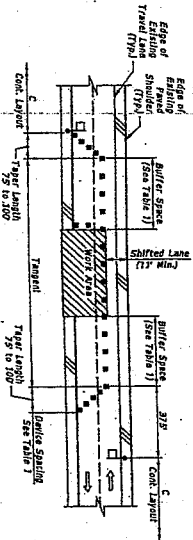


## TEMPORARY RAISED RUMBLE STRIPS

**SCALE: NTS**



LAYOUT FOR RAILROAD CROSSING  
BUFFER SPACE EXTENSION

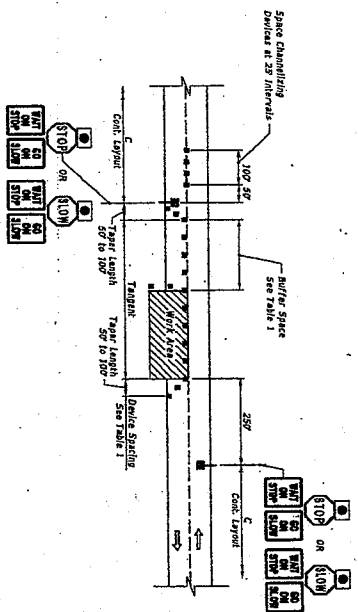


LAYOUT FOR TEMPORARY LANE SHIFT TO SHOULDER  
WHEN WORK AREA ENCROACHES ON THE CENTERLINE

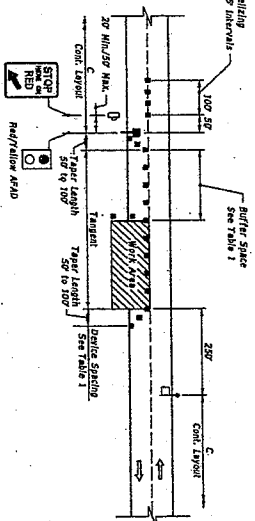
### SPECIAL CONDITIONS

**SPECIAL CONDITIONS**

SCALE: NTS



LAYOUT FOR STOP/SLOW AFAD  
METHOD 1 - 2 AFAD'S



LAYOUT FOR RED/YELLOW AFAD  
METHOD 2 - 1 AFAD & FLAGGER

### AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)

## AUTOMATED FLAGGER ASSISTANCE DEVICES NOTES

2. When the AFSD is *not* in use, remove or cover signs and move AFSD device outside the alarm zone or shield it with a barrier or other caution.
3. Only qualified signers who have been trained in the operation of the AFSD may operate the AFSD. When in use, each AFSD must be viewed and attended at all times by the signer operating the device. Use two signers and one of the following methods in the deployment of AFSD's:
  - Method 1: Place an AFSD at one end of the temporary traffic control zone.
  - Method 2: Place an AFSD at one end and the temporary traffic control zone and a flagger at the opposite end.
  - Method 3: Place an AFSD at one end of the temporary traffic control zone and a flagger at the opposite end.
4. A single flagger may simultaneously operate two AFSD's (Method 1) or may operate a single AFSD at one end of the temporary traffic control zone while being the flagger at the opposite end of the temporary traffic control zone. (Method 2) It is all four of the following conditions are present:
  - a. The flagger has an unobstructed view of approaching traffic in both directions;
  - b. The flagger has a minimum 800 ft sight distance;
  - c. For Method 1, the AFSDs are less than 800 ft apart. For Method 2, the AFSD and the flagger are less than 800 ft apart.
  - d. Two trained flaggers are available on call to provide manual flagging operations should an AFSD malfunction.

**trading**

PROJECT NO:	9MAB001640
DRAWN BY:	RC
CHECKED BY:	SJB

Area	Item	Frequency	Responsible	Status
General	1. Cleanliness	Weekly	John Doe	Completed
	2. Safety	Daily	Jane Smith	In Progress
	3. Security	Monthly	Mike Johnson	Not Started
	4. Maintenance	Quarterly	Sarah Brown	Completed
	5. Inventory	Weekly	David White	In Progress
	6. Compliance	Annually	Emily Green	Not Started
	7. Training	Bi-annually	Chris Black	Completed
	8. Reporting	Monthly	Alexander Grey	In Progress
	9. Communication	Weekly	Olivia Blue	Not Started
	10. Documentation	Quarterly	Lucas Yellow	Completed
Specific	1. Project A	Daily	John Doe	Completed
	2. Project B	Weekly	Jane Smith	In Progress
	3. Project C	Monthly	Mike Johnson	Not Started
	4. Project D	Quarterly	Sarah Brown	Completed
	5. Project E	Weekly	David White	In Progress
	6. Project F	Monthly	Emily Green	Not Started
	7. Project G	Quarterly	Chris Black	Completed
	8. Project H	Weekly	Alexander Grey	In Progress
	9. Project I	Monthly	Olivia Blue	Not Started
	10. Project J	Quarterly	Lucas Yellow	Completed

**KMB DESIGN GROUP, LLC**  
**Stephen A. Bray**  
PROFESSIONAL ENGINEER

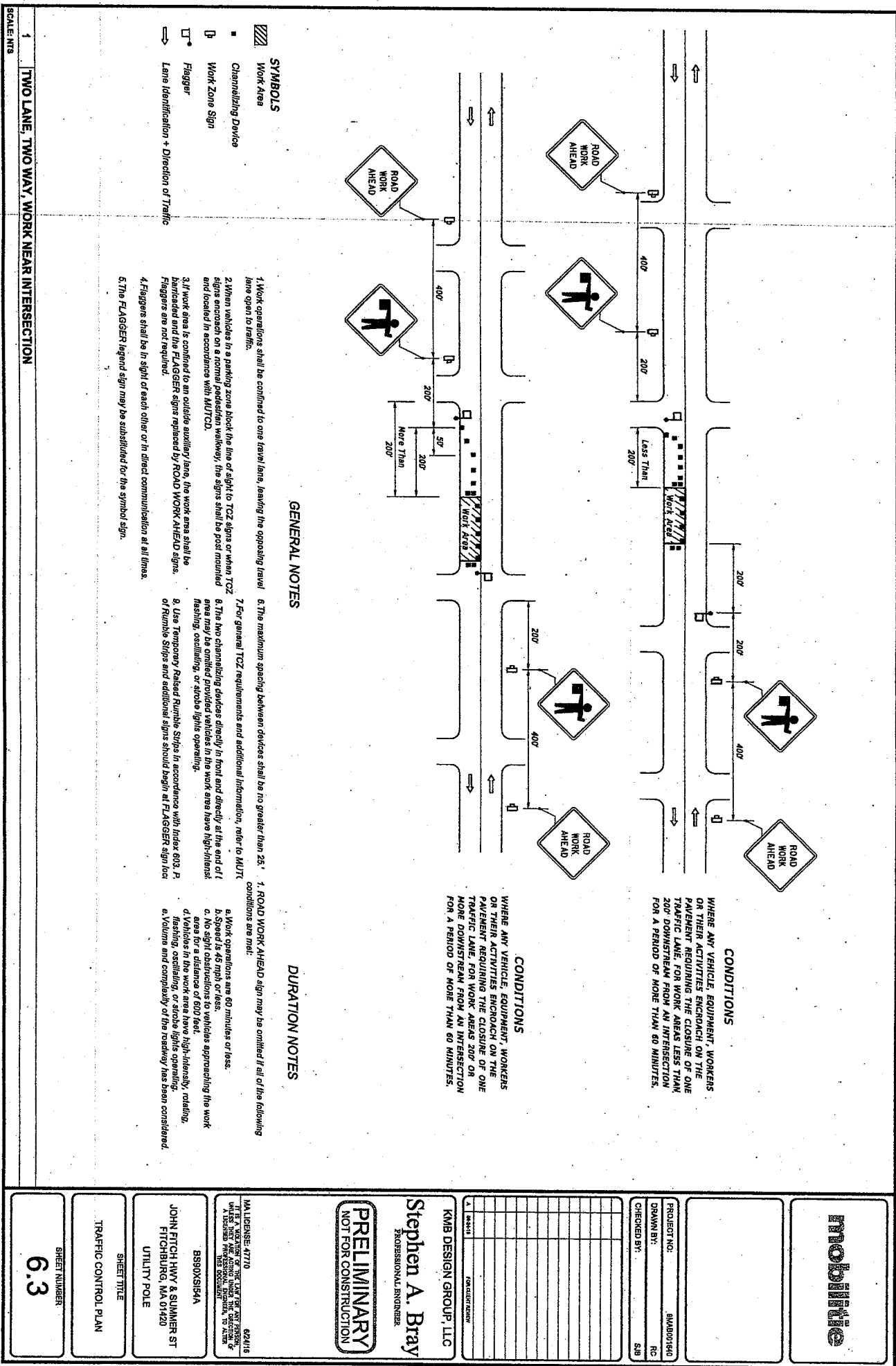
**PRELIMINARY**  
NOT FOR CONSTRUCTION

MA LICENSE: 47770 6/24/16

BS90XS15A4  
JOHN FITCH HWY & SUMMER ST  
FITCHBURG, MA 01420  
UTILITY POLE

SHEET TITLE  
TRAFFIC CONTROL PLAN

SHEET NUMBER  
6.2



GENERAL

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

## GENERAL REQUIREMENTS

**PART 1 - GENERAL**

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES. INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT, INCLUDING TOUCH-UP PAINTING, TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARKED EXPOSED FINISHES.

**PART 2 -- FINAL CLEANING**

- [illegible]

## SITE WORK

**PART 1 - GENERAL**

1. WORK INCLUDED: SEE SITE PLAN. EROSION AREA, AND UNDERGROUND UTILITY ELEMENTS ARE TO BE PROTECTED AND MAINTAINED. EROSION AREA TO BE PROTECTED BY CONSTRUCTION OF A WELL DRAINED, EASILY MAINTAINED, EROSION CONTROL DITCH.
2. EROSION CONTROL: SEE EROSION CONTROL PLAN FOR BEST PRACTICES.
3. QUALITY ASSURANCE:
  - A. APPLY SOIL STABILIZER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
  - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
  - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE EROSION CONTROL AREA.
  - D. CONTRACT, AS RECOMMENDED BY AGENCY INDUSTRY STANDARDS.
4. SEQUENCING:
  - A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
  - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA, DESIGNATED AREA TO BE PROTECTED BY CONSTRUCTION OF A WELL DRAINED, EASILY MAINTAINED, EROSION CONTROL DITCH.
  - C. APPLY SOIL STABILIZER PRIOR TO PLACING BASE MATERIALS.
  - D. GRASS SEED, FERTILIZER, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY ELEMENTS) IMMEDIATELY.
  - E. MAINTAIN EROSION CONTROL DITCH TO BASE COURSE ELEVATION, WATER TO INSURE DRAINAGE.
  - F. AFTER APPLICATION OF FINAL SURFACES, APPLY SOIL STABILIZER TO STONE SURFACES.

5. SUBMITTALS
  - A. BEFORE CONSTRUCTION: IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, TWO COPIES OF THE LANDSCAPE PLAN ON NURSERY LETTERHEAD, IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD.
  - B. MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STRUTLZER.
  - \* MANUFACTURER'S DESCRIPTION OF PRODUCT ON GASTS SEED AND

## 1. WARRANTY

- A. CONTAINMENT DOCUMENTS AND/OR CONSTRUCTION CARRIED IN THE CONTRACTOR'S VEHICLE, AND/OR THE CONTRACTOR'S OFFICE, AND/OR THE RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE.
- B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS
- C. DISTURBED AREAS FROM DATE OF FINAL INSPECTION
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

## **PART 2 – PRODUCTS**

3. MATERIALS
- A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID

- TOTAL KILL  
 PRODUCT 910  
 EPA # 0282-7  
 (315) 565-8000
- AMBUSH HERBICIDE  
 EPA REGISTERED  
 (800) 526-4924
- PIASAR CORPORATION  
 P.O. BOX 5123  
 DEARBORN, MI 48128
- FRAUER INDUSTRIAL PRODUCTS  
 1435 MORRIS AVE.  
 UNION, NJ 07083

## C. SOIL STA

1. INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY THE ARCHITECT.

## 2. PREPARATION

3. INSTALLATION
  - A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD EXCESS SPOILS TO ADJACENT AREAS.
  - B. PLACE FILT OR STONE IN SIX INCH (6") MANHOLE LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
  - C. APPLY SEED, FERTILIZER AND DRAINAGE SWALES, NOT OTHERWISE PREPARED, TO ALL EXPOSED AREAS.
  - D. ENCLOSURE ROOTING, RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOCKER THE SOIL.
  - E. THE SEED PROUDER
  - F. ENSURE GROWTH OF SEEDS AND LANDSCAPED AREA, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT, CONTINUE TO REWORK THE FIELD QUANTITY CONTROL, COMPACT SOIL TO MANHOLE DENSITY IN ACCORDANCE WITH ASTM D-1557, AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE, INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON ALL-SECT. DRAMMANS.
  - A. PROTECT SEEDS AREAS FROM EROSION BY SPREADING STRAW TO A MINIMUM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED USE OF EROSION CONTROL, MESH OR MOUNT NET WILL BE AN ACCEPTABLE ALTERNATIVE.
  - B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION, PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW EXISTING CURBENTS, WHERE THE SOIL ON ROAD AREAS HAVE BEEN ELEVATED WITH FILL, LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

# NOTES

PROJECT NO:	9MA001640
DRAWN BY:	RC
CHECKED BY:	SJB

DATE	TIME	NAME	ADDRESS	PHONE	TELETYPE	TELEFAX	EMAIL	WEBSITE	OTHER
01-01-01	10:00	JOHN DOE	123 MAIN ST	555-1234					
01-01-01	10:00	JANE SMITH	456 E 1ST AVE	555-5678					
01-01-01	10:00	BOB JONES	789 W 2ND ST	555-9012					
01-01-01	10:00	ALICE BROWN	101 N 3RD ST	555-3456					
01-01-01	10:00	CHARLIE GREEN	202 S 4TH ST	555-7890					
01-01-01	10:00	DAVID WHITE	303 E 5TH ST	555-2345					
01-01-01	10:00	EVE BLACK	404 W 6TH ST	555-6789					
01-01-01	10:00	FRANK GRAY	505 N 7TH ST	555-0123					
01-01-01	10:00	GRACE HARRIS	606 S 8TH ST	555-4567					
01-01-01	10:00	HELEN KING	707 E 9TH ST	555-8901					
01-01-01	10:00	IRVING LEE	808 W 10TH ST	555-2345					
01-01-01	10:00	JACK MASON	909 N 11TH ST	555-6789					
01-01-01	10:00	JILL NELSON	1010 S 12TH ST	555-0123					
01-01-01	10:00	JOHN OLSON	1111 E 13TH ST	555-4567					
01-01-01	10:00	JANE PERKINS	1212 W 14TH ST	555-8901					
01-01-01	10:00	JOHN ROSS	1313 N 15TH ST	555-2345					
01-01-01	10:00	JANE TAYLOR	1414 S 16TH ST	555-6789					
01-01-01	10:00	JOHN WALKER	1515 E 17TH ST	555-0123					
01-01-01	10:00	JANE YOUNG	1616 W 18TH ST	555-4567					
01-01-01	10:00	JOHN ZIMMERMAN	1717 N 19TH ST	555-8901					
01-01-01	10:00	JANE ADAMS	1818 S 20TH ST	555-2345					
01-01-01	10:00	JOHN BAKER	1919 E 21ST ST	555-6789					
01-01-01	10:00	JANE CAMPBELL	2020 W 22ND ST	555-0123					
01-01-01	10:00	JOHN COOPER	2121 N 23RD ST	555-4567					
01-01-01	10:00	JANE EVANS	2222 S 24TH ST	555-8901					
01-01-01	10:00	JOHN FOSTER	2323 E 25TH ST	555-2345					
01-01-01	10:00	JANE GIBSON	2424 W 26TH ST	555-6789					
01-01-01	10:00	JOHN HARRIS	2525 N 27TH ST	555-0123					
01-01-01	10:00	JANE ILLIOTT	2626 S 28TH ST	555-4567					
01-01-01	10:00	JOHN JONES	2727 E 29TH ST	555-8901					
01-01-01	10:00	JANE KELLY	2828 W 30TH ST	555-2345					
01-01-01	10:00	JOHN LEE	2929 N 31ST ST	555-6789					
01-01-01	10:00	JANE MASON	3030 S 32ND ST	555-0123					
01-01-01	10:00	JOHN NELSON	3131 E 33RD ST	555-4567					
01-01-01	10:00	JANE OLSON	3232 W 34TH ST	555-8901					
01-01-01	10:00	JOHN PERKINS	3333 N 35TH ST	555-2345					
01-01-01	10:00	JANE ROSS	3434 S 36TH ST	555-6789					
01-01-01	10:00	JOHN TAYLOR	3535 E 37TH ST	555-0123					
01-01-01	10:00	JANE WALKER	3636 W 38TH ST	555-4567					
01-01-01	10:00	JOHN YOUNG	3737 N 39TH ST	555-8901					
01-01-01	10:00	JANE ZIMMERMAN	3838 S 40TH ST	555-2345					
01-01-01	10:00	JOHN ADAMS	3939						

**KMB DESIGN GROUP, LLC**  
**Stephen A. Bray**  
PROFESSIONAL ENGINEER

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

MA LICENSE: 47770      6/24/16

BS90XS154A

JOHN FITCH HWY & SUMMER ST  
FITCHBURG, MA 01420

UTILITY POLE

## GENERAL NOTES

**SHEET NUMBER**  
**GN-1**

Petitions (cont)

215-16. Mobilitie, LLC, to install backhaul transport equipment on a proposed utility pole in the right of way located south of the intersection of Whalon Street & Pierce Avenue as outlined in the enclosed petition.

BS90XSI55A\_9MAB001641

**PETITION FOR GRANT OF LOCATION FOR  
NEW UTILITY POLE**

**City of Fitchburg, Massachusetts**  
**Department of Public Works**

RESPECTFULLY REPRESENTS MOBILITIE, LLC, (hereinafter known as the PETITIONER), that it desires to construct upon, along, under or across the public way(s) of the City of Fitchburg, wires, cables, poles, piers, abutments, conduits or fixtures.

WHEREFORE, the PETITIONER prays that, after due notice and public hearing as provided by law, the City of Fitchburg may by Order grant to the PETITIONER permission to construct, in accordance with plan(s), the following:


*Petitioner proposes to install backhaul transport equipment on a proposed utility pole in the right of way located south of the intersection of WHALON ST & PIERCE AVE with electricity connection (Lat/Long: 42.553431, -71.784218). Location approximately as shown on plan attached as Exhibit "A."*

The PETITIONER understands and agrees that:

1. PETITIONER shall locate and complete all work as specified and approved by the City.
2. PETITIONER shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction.
3. PETITIONER shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by the City.

For the PETITIONER:

MOBILITIE, LLC

By:   
Joseph Hendricks, NRE Specialist

Date: 8/22/2016

16 AUG 30 10 47

FITCHBURG CITY CLERK

BS90XSI55A\_9MAB001641

ORDER FOR GRANT OF LOCATION FOR  
NEW UTILITY POLE

City of Fitchburg, Massachusetts  
Department of Public Works

WHEREAS, MOBILITIE, LLC, (hereinafter known as the PETITIONER) has petitioned for permission to construct upon, along, under or across the public way(s) of the City of Fitchburg, the following:

*Petitioner proposes to install backhaul transport equipment on a proposed utility pole in the right of way located south of the intersection of WHALON ST & PIERCE AVE with electricity connection (Lat/Long: 42.553431, -71.784218). Location approximately as shown on plan attached as Exhibit "A."*

AND WHEREAS, notice has been given and a hearing held on said petition as provided by law; NOW THEREFORE BE IT ORDERED that the PETITIONER be and hereby is granted permission by the City of Fitchburg to complete the construction described above, all in accordance with the following conditions:

1. PETITIONER shall locate and complete all work as shown by plan(s) specified and approved by the Town, and as may have been amended by the City.
2. PETITIONER shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction.
3. PETITIONER shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by the City.

Approved by the City of Fitchburg on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

A True Record. Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Certificate

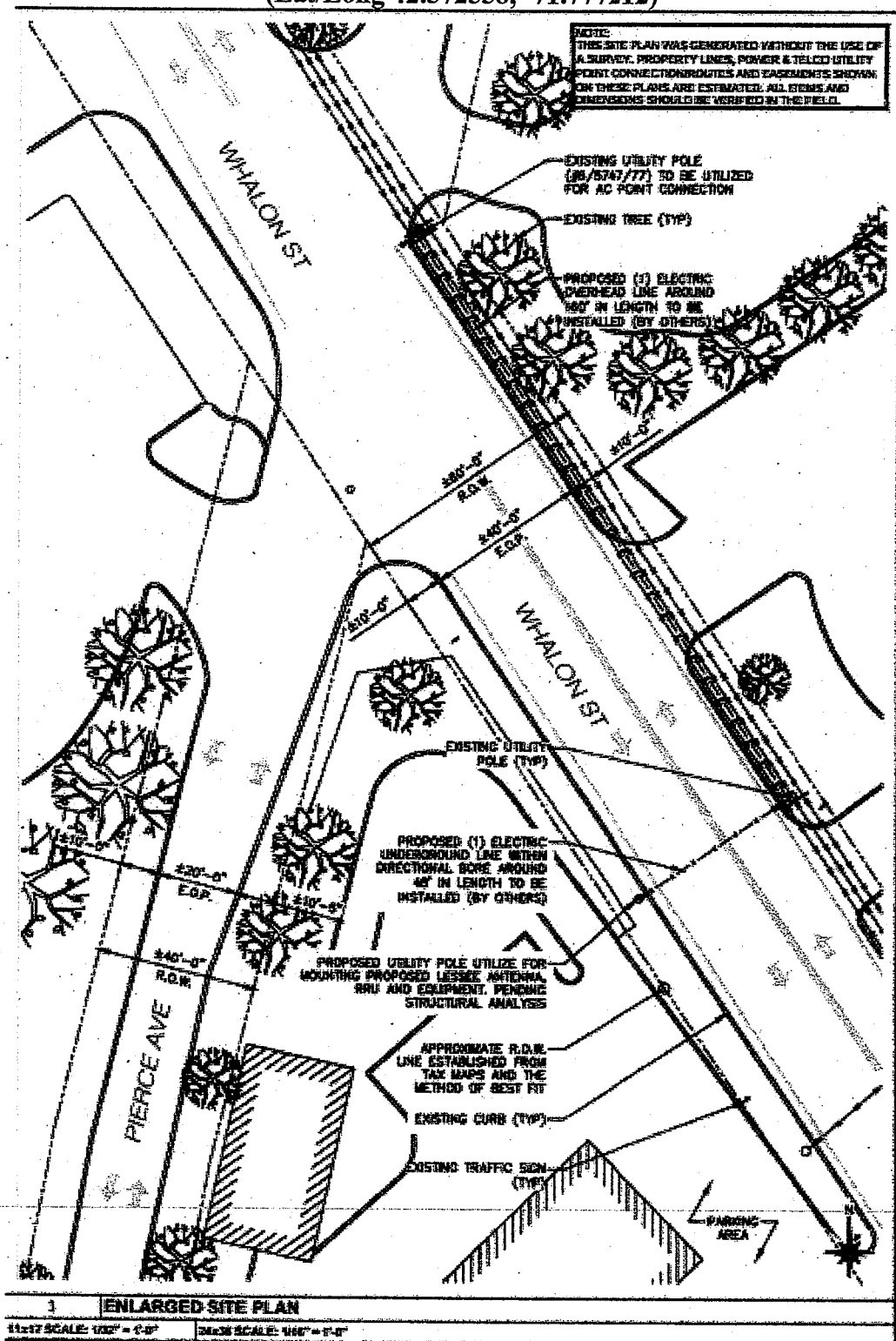
I hereby certify that the foregoing Order was adopted by the City of Fitchburg on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Received and entered in the records of Location Orders of the City of Fitchburg, in Book \_\_\_\_\_, Page \_\_\_\_\_.

Certified. Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Petitions (cont)

BS90XSI55A\_9MAB001641

Exhibit A  
Mobilitie # BS90XSI55A\_9MAB001641  
WHALON ST & PIERCE AVE, Fitchburg, MA  
(Lat/Long 42.572558, -71.777212)



mobilitie

SITE ID: 9MAB001641 / BS90XSIS5A

WHALON ST & PIERCE AVE

FITCHBURG, MA 01420

Know what's below.  
Call before you dig.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR DRAINAGE. NO SANITARY SEWER DISCHARGE OR EJECTOR SYSTEMS ARE PROPOSED. SPECIAL NO COMMERCIAL SIGNS ARE REQUIRED. NO COMMERCIAL SIGNAGE IS PROPOSED.

SITE INFORMATION

PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS STREET:	WHALON ST & PIERCE AVE FITCHBURG, MA 01420
APPLICANT:	MOBILETIE, LLC
APPLICANT ADDRESS:	9238 PEACHTREE STREET NE, SUITE 710 ATLANTA, GA 30338 PHONE: (678) 693-5400
LATTITUDE:	N 42° 23' 12.3" (42.38641)
LONGITUDE:	-W 71° 47' 03.2" (-71.78418)
LATIONS TYPE:	MCD B3
GROUND ELEVATION:	450Z AMSL
COUNTY:	WORCHESTER COUNTY
JURISDICTION:	FITCHBURG CITY

BEFORE SCALLING:

CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD ARCHITECT ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK ON BE RESPONSIBLE FOR SAME.

LOCATION MAPS

VICINITY MAP

REGIONAL MAP

PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL EQUIPMENT ON PROPOSED UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL PROPOSED BACKHAUL TRANSPORT ON PROPOSED UTILITY POLE

CODES

2015 INTERNATIONAL BUILDING CODE  
2014 NATIONAL ELECTRICAL CODE

DRAWING INDEX

SHEET NO.	TITLE SHEET	SHEET TITLE
0.0	SITE PLAN & EXHIBIT PHOTO	
1.0	POLE ELEVATION	
2.0	TRAFFIC CONTROL PLAN	
3.0	ANTENNA & EQUIPMENT MOUNTING DETAILS	
4.0	ELECTRICAL DETAIL	
5.0	GROUNDING DETAIL	
6.0	EQUIPMENT & SERVICE LABELS	
7.0	TRAFFIC CONTROL PLAN	
8.0	GENERAL NOTES	

THESE DRAWINGS ARE BASED ON SITE INFORMATION PROVIDED TO KMB. KMB HAS NOT PERFORMED FIELD VERIFICATION.

ARCHITECT/ENGINEER

KMB DESIGN GROUP, LLC  
KMB DESIGN GROUP, INC.  
SUITE 208  
WILLIAMSBURG, VA 23186  
TEL: (757) 240-9820  
FOR QUESTIONS EMAIL: design@kmbdesign.com  
WWW.KMBSIG.COM

mobilitie

PROJECT NO.	BMA501641
DRAWN BY:	R.C.
CHECKED BY:	S.B.

KMB DESIGN GROUP, LLC

Stephen A. Bray  
PROFESSIONAL ENGINEER

PRELIMINARY  
NOT FOR CONSTRUCTION

MA LICENSE #7770  
I AM A MEMBER OF THE CIVIL ENGINEERING BOARD  
AND I HAVE BEEN AUTHORIZED TO SEAL THIS DOCUMENT

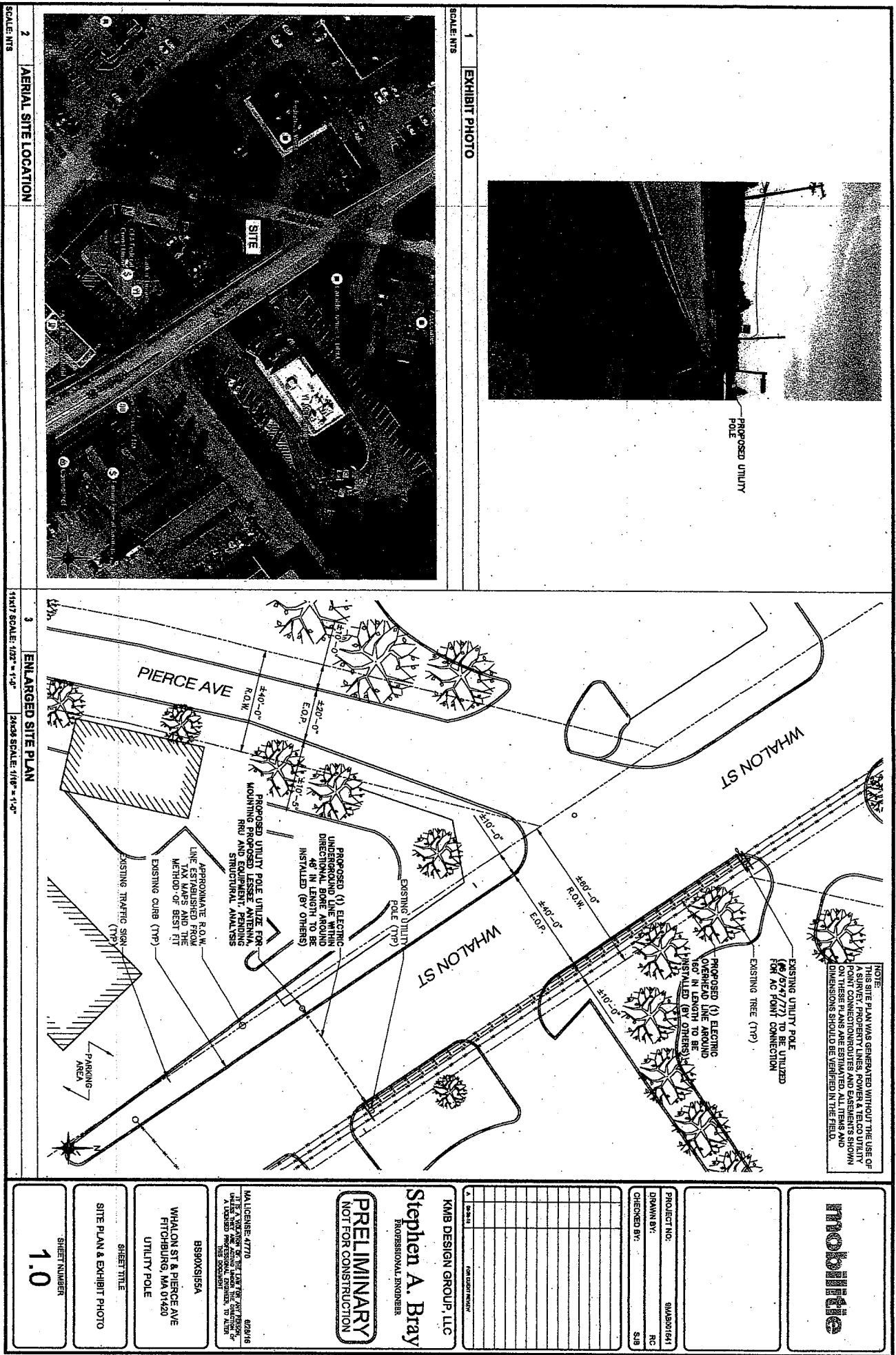
BS90XSIS5A

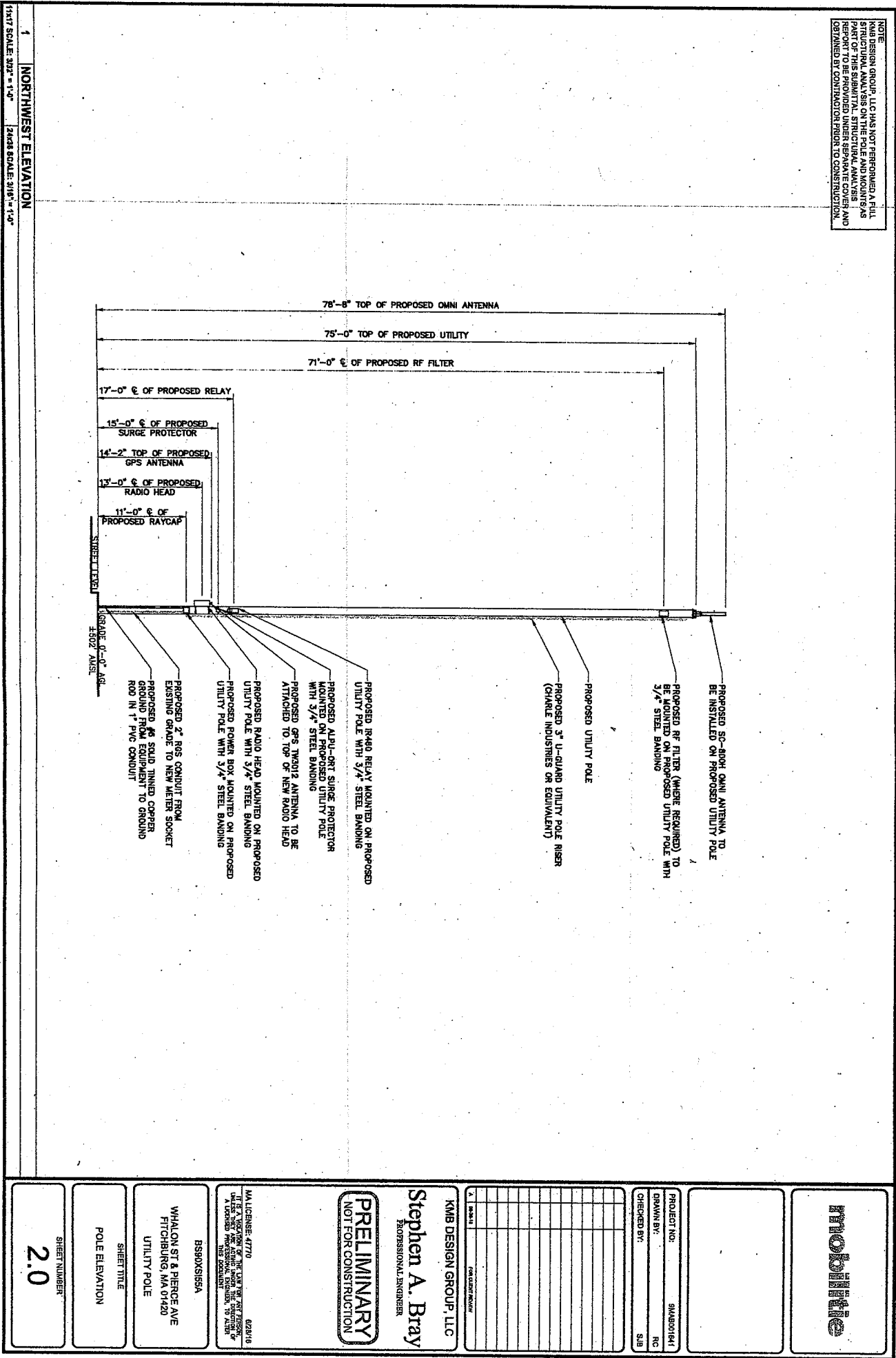
WHALON ST & PIERCE AVE  
FITCHBURG, MA 01420  
UTILITY POLE

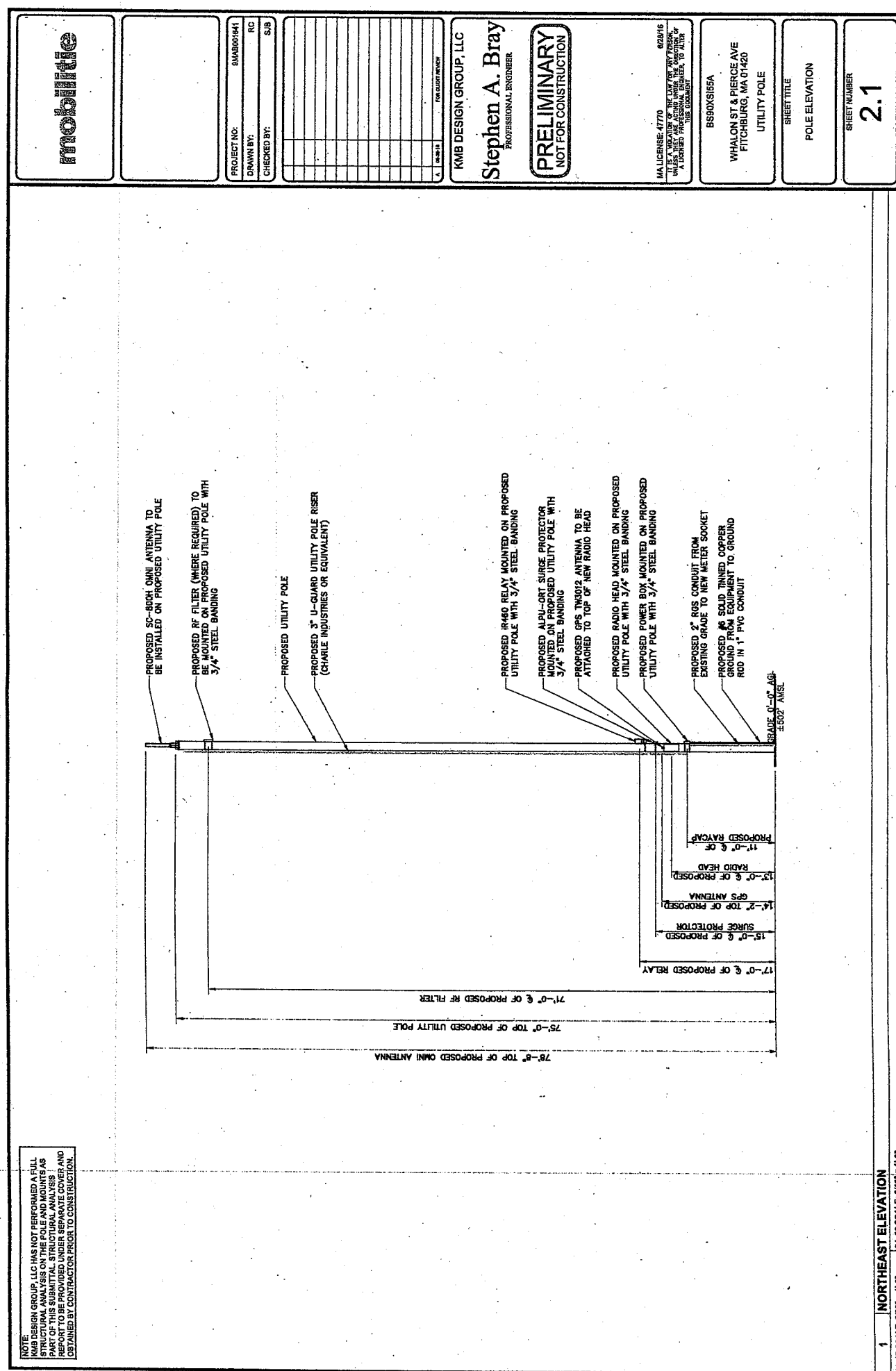
TITLE SHEET

SHEET NUMBER  
**0.0**

Petitions (cont)









Petitions (cont)

<div>AMH00 2000 HAZCO 20.1' x 8.1' x 6.6' 455.1 lbs</div> <div><div>(FRONT)</div><div>(SIDE)</div></div>		<div>TYM012 GPS ANTENNA 0.8' x 2.85' x 20.3 lbs</div> <div><div>(PLAN)</div><div>(FRONT)</div><div>(SIDE)</div></div>		<div>RTM-C312P-120 AC POWER PANEL 8.25' x 8.50' x 3.81</div> <div><div>(FRONT)</div><div>(SIDE)</div></div>		<div>FMH02255-1C 120V 15A 13.8' x 8.1' x 2.4 57.7 lbs</div> <div><div>(FRONT)</div><div>(SIDE)</div></div>	
<div>1 EQUIPMENT SPECIFICATIONS SCALE: NTS</div> <div>SC-200 2-200W ANTENNA 35.4' x 4.7' x 21 lbs</div> <div>(FRONT)</div>		<div>2 EQUIPMENT SPECIFICATIONS SCALE: NTS</div> <div>RELAY 480 BROOKHILL ANTENNA 10.0' x 7.9' x 28.9 lbs</div> <div></div>		<div>3 EQUIPMENT SPECIFICATIONS SCALE: NTS</div> <div>ALP100T SURGE PROTECTOR 6.1' x 4.5' x 2.6'</div> <div><div>(FRONT)</div><div>(SIDE)</div></div>		<div>4 EQUIPMENT SPECIFICATIONS SCALE: NTS</div>	
<div>5 EQUIPMENT SPECIFICATIONS SCALE: NTS</div> <div>ANTENNA SPECIFICATIONS</div>		<div>6 EQUIPMENT SPECIFICATIONS SCALE: NTS</div>		<div>7 EQUIPMENT SPECIFICATIONS SCALE: NTS</div>			

PROJECT NO: 8148001841

DRAWN BY: RG

CHECKED BY: SJB

MOBILE

Stephen A. Bray

PROFESSIONAL ENGINEER

PRELIMINARY

NOT FOR CONSTRUCTION

MA LICENSE 47710

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT ANY INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER

622416

BS90X5155A

WALTON ST & PIERCE AVE

FITCHBURG, MA 01520

UTILITY POLE

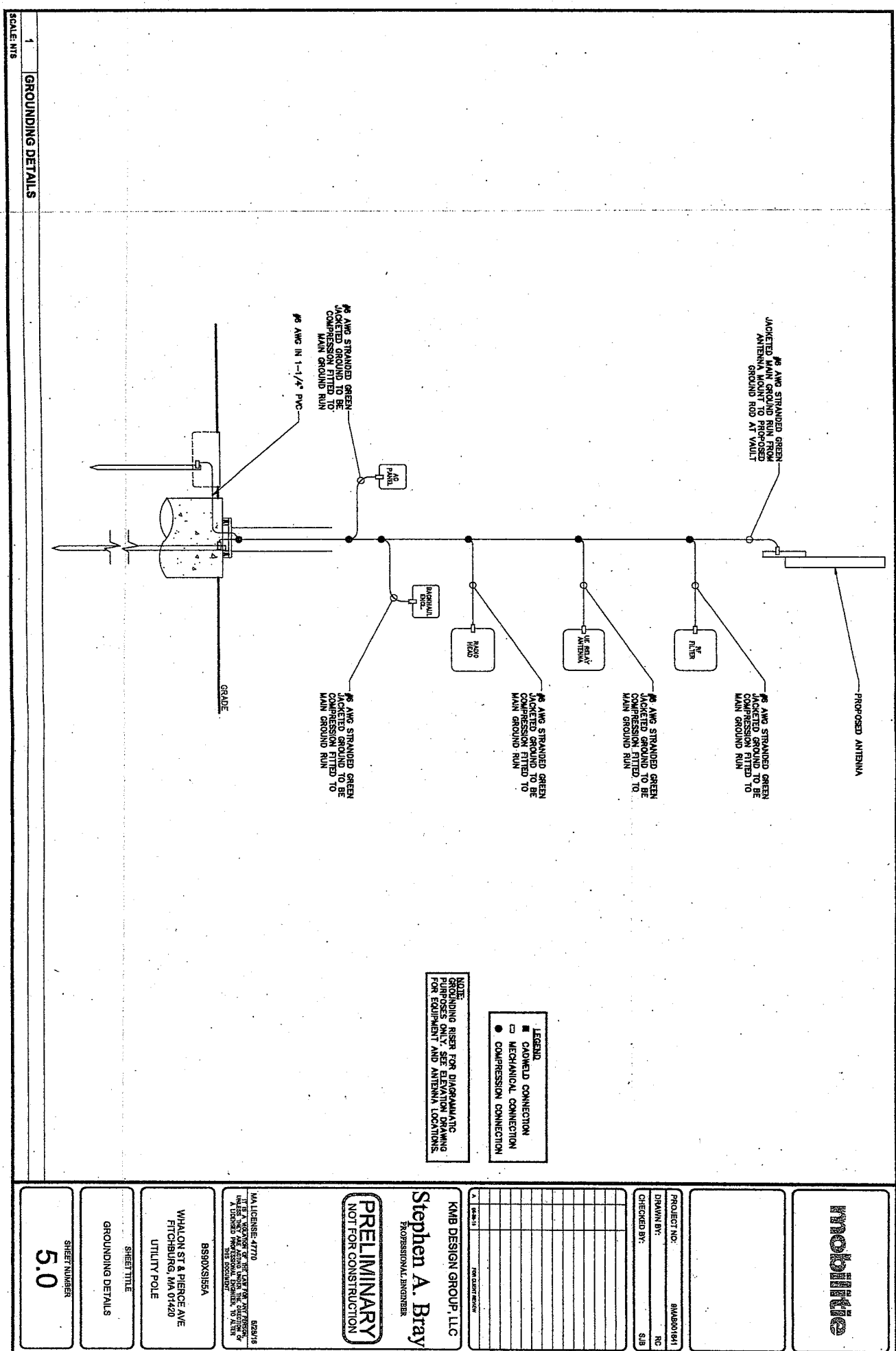
SHEET TITLE

ANTENNA & EQUIPMENT SPECIFICATIONS

SHEET NUMBER

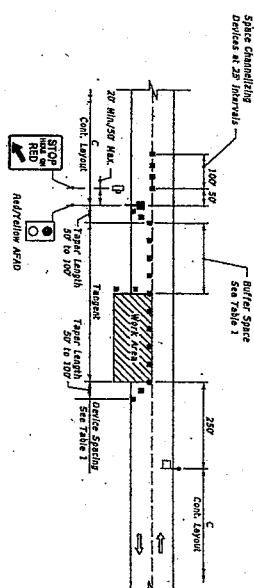
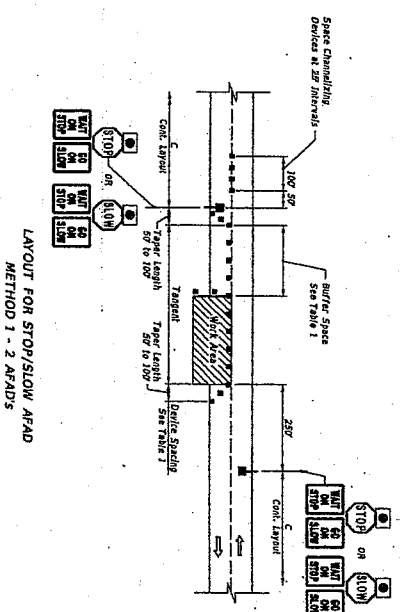
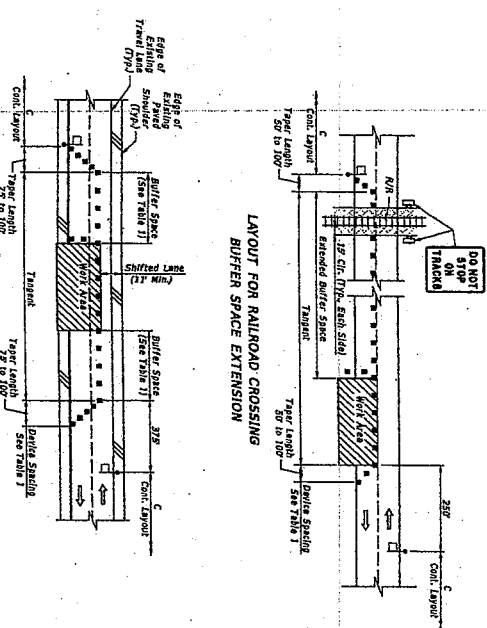
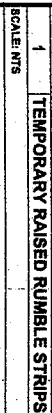
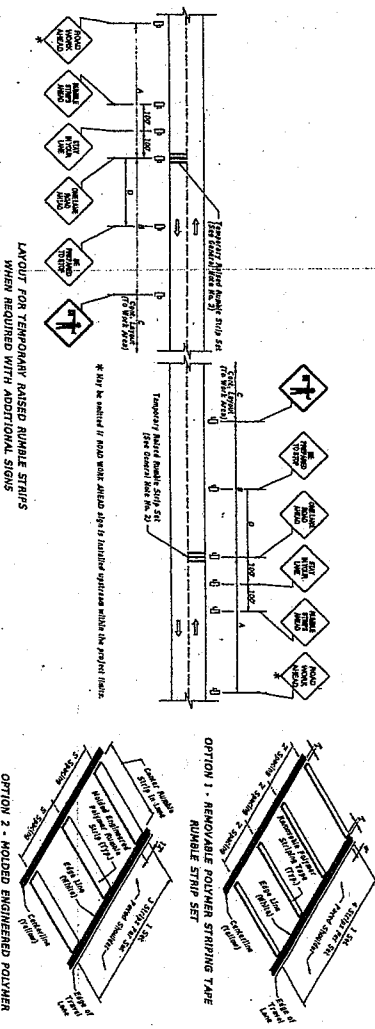
3.1





<div>1 RF NOTICE SIGN DETAIL</div> <div>SCALE: NTS</div> <div><div>5'5"</div><div><div>NOTICE</div><div><div><div>Stay Back</div><div>Radio-frequency energy may exceed exposure limits. If questions, contact facility owner.</div></div></div></div></div>		<div>3 POLE OWNER SIGN DETAIL</div> <div>SCALE: NTS</div> <div><div>5'</div><div><div>INTERSTATE</div><div>TRANSPORT AND BROADBAND</div><div>In case of emergency contact: EMAIL: NOC@ITBUTILITY.COM PHONE: (877) 244-7889 SITE ID: 9MAB001641</div></div></div>	
<div>2 RF/POWER DISCONNECT SIGN</div> <div>SCALE: NTS</div> <div><div>RF / POWER DISCONNECT INSIDE</div><div>NOTE: RF/POWER DISCONNECT SIGN TO BE PLACED ON CD SIDE DOOR OF JO DISTRIBUTION BOX.</div></div>		<div>mobile</div> <div><div>PROJECT NO: 9MAB001641</div><div>DRAWN BY: RC</div><div>CHECKED BY: SJB</div><div>MA LICENSE: 4770 6/28/16 I, S. A. BRAY, A PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THE DESIGN OF THE PROJECT IS THE DESIGN OF THE ENGINEER AND NOT THE DESIGN OF ANY OTHER PERSON. BS90XS155A WALTON ST &amp; PIERCE AVE FITCHBURG, MA 01420 UTILITY POLE SHEET TITLE EQUIPMENT &amp; SAFETY LABELS SHEET NUMBER 6.0</div></div>	





# AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)

## AUTOMATED FLAGGER ASSISTANCE DEVICES NOTES

2. When the AFSD is not in use, remove or cover signs and move AFSD devices outside the clear zone or attach it with a warning or caution device.
3. Only authorized signers who have been trained in the operation of the AFSD may operate the AFSD. When it is used with AFSD method 1, the signers must be trained in the operation of the AFSD, opening the device. Use two signers and one of the following methods in the equipment of AFSD:
  - a. Method 1: place an AFSD at one end of the temporary traffic control zone and a flagger at the opposite end.
  - b. A single flagger may simultaneously operate the AFSD's (Method 1) or may operate a single AFSD on one end of the temporary traffic control zone while being the AFSD's opposite end of the temporary traffic control zone (Method 2) if all the following conditions are met:
    - i. The AFSD is used in the direction of traffic.
    - ii. The flagger has an unobstructed view of approaching traffic in both directions.
    - iii. A two-faced AFSD is used less than 800 ft apart.
    - iv. For Method 2, the AFSD and the flagger are less than 800 ft apart.
  - c. Two-faced flaggers are available online to provide more flagging operations under an AFSD installation.

3	AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)
---	--

**Urbino**

PROJECT NO.: 9MAB00164  
DRAWN BY: R  
CHECKED BY: SJJ

**KMB DESIGN GROUP, LLC**  
**Stephen A. Bray**  
PROFESSIONAL ENGINEER

**PRELIMINARY**  
NOT FOR CONSTRUCTION

MA LICENSE: 47770 6/28/16

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS THEY ARE AGING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

**BS90XSI55A**

WHALON ST & PIERCE AVE  
FITCHBURG, MA 01420

UTILITY POLE

**SHEET TITLE**  
**TRAFFIC CONTROL PLAN**

1000

SHEET NUMBER  
67



## GENERAL REQUIREMENTS

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES. INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT INCLUDING TOUCH-UP PAINTING, TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARKED EXPOSED FINISHES.

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION ON COMPLETION.

- A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREA, PLAYED AREAS, BROOD CELLS, REMOTE RETENTION AREAS, SHEDS, STAKES AND OTHER FENCE DEPOSITS, RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH LEVEN-TREATED SURFACE.
- B. MATERIAL FROM THE SITE.
- C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
- D. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING HANDHOLES.
- E. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
- F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.
- G. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARKED EXPOSED FINISHES AND SURFACES. REPAIR FINISHES AND SURFACES THAT CANNOT BE REPAID OR RESTORED, DO NOT PAINT OVER TILT AND SHILLER LABELS, INCLUDING ELECTRICAL, WAVE PLATES.
- H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.
- I. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

**PART 1 -- GENERAL**

1. WORK INCLUDING: SEE SITE PLAN.
2. DISPOSITIONS: IF APPLICABLE, LEASE AREA AND UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR USE AND ACCESS.
3. QUALITY ASSURANCE
  - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
  - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
  - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING
  - A. CONSTRUCT SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
  - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA, DESIGNATED AREA TO BE APPROVED BY CONSTRUCTION MANAGER AND LOCAL AUTHORITIES.
  - C. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
  - D. GRADE, SEAL, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION OF TEMPORARY CONSTRUCTION AREAS.
  - E. AFTER BRUSHING LEASE AREA TO BASE COURSE ELEVATION, MAINTAIN ENSURING GROWTH.
  - F. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

B. MAINTENANCE AND REPLACEMENT OF PLANTS AND MATERIALS. THE LANDSCAPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF PLANTS AND MATERIALS. THE LANDSCAPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF PLANTS AND MATERIALS. THE LANDSCAPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF PLANTS AND MATERIALS.

- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZER.
- MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
- LANDSCAPING WARRANTY STATEMENT.

- B. SOIL STABILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- C. DISTURBED AREA WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.

1. MATERIALS

A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID.

**TOTAL KILL  
PRODUCT 910  
EPA 10282-7  
(313) 563-9000**

**AMBIUSH HERBICIDE  
EPA REGISTERED  
(800) 526-4924**

**PHASAR CORPORATION  
P.O. BOX 5123  
DEARBORN, MI 48128**

**FRAMAR INDUSTRIAL PRODUCTS  
1435 MORRIS AVE.  
UNION, NJ 07083**

**1. INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48**

2. PREPARATION
- A. CLEAR BRUSH AND DEBRIS FROM LEASE AREA AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
- B. UNLESS OTHERWISE INSTRUCTED BY LESSEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY IN AN AUTHORIZED MANNER.

**BEYOND  
MANAGER**

- B. PLANE FILL OR SLOPE IN SIX INCH (6") MAXIMUM LIPS, AND COMPACT BEHIND PLACING NEXT LINE.
- C. REPAIR ALL CRACKS IN STRAW COVER TO ALL OTHER DISTURBED AREAS, DISPOSED AND DRAINAGE SWALES, NOT OTHERWISE REPAIRABLE.
- D. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. MAKE AREAS TO BE SEED TO EVEN THE SURFACE.
- E. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- F. ENSURE GROWTH OF SEEDS AND LANDSCAPED AREA BY WATERING, UP TO 10 TIMES PER WEEK, UNTIL SEEDS HAVE GROWN TO 1 INCH TO 2 INCHES.
- G. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT AS-BUILT DRAINAGES.
- H. PROTECTION
- A. PROTECT SEEDS FROM EROSION BY SPREADING STRAW TO A REQUIRED DEPTH TO PROTECT SEEDS FROM EROSION.
- B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SEED EROSION. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SEED EROSION.
- C. ALTERNATE: PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SEED EROSION IMMEDIATELY ADJACENT TO THE RAIL LINE. STRIKE EROSION CONTROL FABRIC AT FULL LENGTH IN THE SCALE TO PREVENT CONTAMINATION OF THE RAIL.
- D. FIELD QUALITY CONTROL: METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.



DRAWN BY:	RC
CHECKED BY:	SJE

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[illegible][illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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A	04-28-18	FOR CREDIT REVIEW
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**KMB DESIGN GROUP, LLC**

# Stephen A. Bray

**A PROFESSIONAL ENVIRONMENT**

**PRELIMINARY**  
NOT FOR CONSTRUCTION

MA LICENSE: 47710      6/28/16

THIS DOCUMENT

BSR0XS155A

WHALON ST & PIERCE AVE

FITCHBURG, MA 01420  
UTILITY POLE

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-1

<h1 style="margin: 0;">mobile</h1>		<p><b>PROJECT NO:</b> 8MAB001841</p> <p><b>DRAWN BY:</b> NC</p> <p><b>CHECKED BY:</b> SJB</p>	
<div style="border: 1px solid black; padding: 5px;"> <p><b>PRELIMINARY</b> NOT FOR CONSTRUCTION</p> </div>		<p><b>KMB DESIGN GROUP, LLC</b> PROFESSIONAL ENGINEER</p> <p><b>Stephen A. Bray</b></p>	
<p><b>MA LICENSE #1770</b></p> <p><b>BS000/S055A</b></p> <p><b>WHALON ST &amp; PIERCE AVE</b> <b>FITCHBURG, MA 01740</b> <b>UTILITY POLE</b></p>		<p><b>MA LICENSE #1770</b></p> <p><b>6/28/16</b></p> <p><b>MASS REGISTRATION OF PROFESSIONAL ENGINEERS</b> <b>A LICENSEE, PROFESSIONAL ENGINEER, IN THE STATE OF MASSACHUSETTS</b></p>	
<p><b>SHEET NUMBER</b></p> <p><b>GN-2</b></p>		<p><b>GENERAL NOTES</b></p> <p><b>SHEET TITLE</b></p>	

The following Petition was referred to the City Property Committee:

- 216-16. Calvin D. Brooks, City Treasurer, to declare as excess and designate the following properties to the Side Yard Sales Program:
- |                        |                 |
|------------------------|-----------------|
| 1. 768 Water Street    | Parcel 122-9-0  |
| 2. 65 Minneapolis Ave. | Parcel 202-61-0 |
| 3. 0 Garnet Street     | Parcel 31-34-2  |

**TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG**

Ladies and Gentlemen:

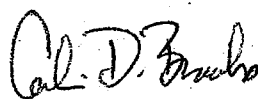
The undersigned Petition your Honorable Body to

After receiving surplus needs surveys from the City Clerk, declare as excess the following properties and designate them to the Side Yard Sales Program.

- |                        |                 |
|------------------------|-----------------|
| 1. 768 Water Street    | Parcel 122-9-0  |
| 2. 65 Minneapolis Ave. | Parcel 202-61-0 |
| 3. 0 Garnet Street     | Parcel 31-34-2  |

These parcels were recently acquired by the city through Land Court foreclosure of tax liens. Because they are owned by the city, they are currently exempt from taxation and the city is responsible for any maintenance. Sale of the property through the Side Yard Sales Program will return the property to the tax rolls and shift any maintenance responsibility to the new owner.

Respectfully submitted,



Calvin D. Brooks  
Treasurer

16 AUG 22 09 16  
FITCHBURG CITY CLERK

Petitions (cont)



**CALVIN D. BROOKS**  
Treasurer

## City of Fitchburg

OFFICE OF THE TREASURER

166 Boulder Drive  
Fitchburg, MA 01420

978-829-1830  
FAX 978-829-1971

August 12, 2016

Mayor Stephen L. DiNatale  
166 Boulder Drive  
Fitchburg, MA 01420

Re: 768 Water Street  
Parcel 122-9-0 Case No. 14 TL 149840

Dear Mayor DiNatale:

Our attorney has advised that on June 9, 2016, Land Court issued judgment in the city's tax lien foreclosure case on the above property. This parcel is land only; there are no buildings. Taxes due on the property, not including interest, are \$51,328.78, and do not include FY2017 property taxes. This amount does include a demolition lien of \$22,615.00.

I have prepared a petition to City Council requesting that they declare this parcel excess of the city's needs and refer it to the Side Yard Sales Program.

Thank you.

Sincerely,

Calvin D. Brooks  
Treasurer

Enc.

Cc: Ken Wilson, Chief Assessor  
Richard Sarasin, City Auditor  
Michelle Shepard, Assistant Treasurer  
Vincent Pusateri, City Solicitor  
NICE Committee-email

Unofficial Property Record Card

Page 1 of 1

Unofficial Property Record Card - Fitchburg, MA

General Property Data

Parcel ID	122-8-0	Account Number	0
Prior Parcel ID	-22.44-0.04286	Property Location	768 WATER ST
Property Owner	NEWTON, JOSEPH + ANN (TE)	Property Use	POTENTL
	C/O RONNIE JONES	Most Recent Sale Date	11/17/1972
Mailing Address	36 MOHAWK DRIVE	Legal Reference	1101-469
		Grantor	SIVER
City	GARDNER	Sale Price	14,500
Mailing State	MA	Land Area	0.136 acres
Zip	01440		
Parcel Zoning	CBD		

Current Property Assessment

Land Value 25,200

Building Value 0

Total Value 25,200

Building Description

Building Style N/A  
# of Living Units N/A  
Year Built N/A  
Building Grade N/A  
Building Condition N/A  
Finished Area (SF) N/A  
Number Rooms 0  
# of 3/4 Baths 0

Foundation Type N/A  
Frame Type N/A  
Roof Structure N/A  
Roof Cover N/A  
Siding N/A  
Interior Walls N/A  
# of Bedrooms 0  
# of 1/2 Baths 0

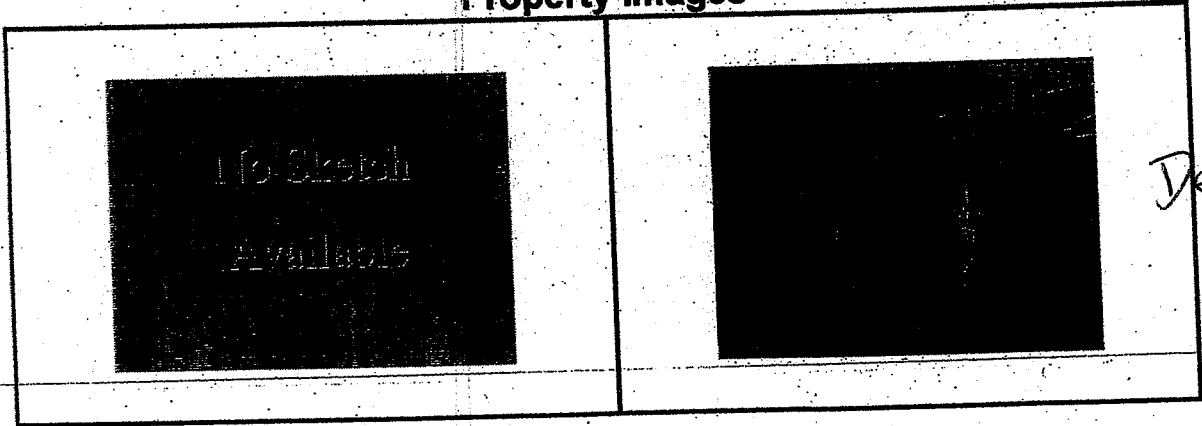
Flooring Type N/A  
Basement Floor N/A  
Heating Type N/A  
Heating Fuel N/A  
Air Conditioning 0%  
# of Bsmt Garages 0  
# of Full Baths 0  
# of Other Fixtures 0

Legal Description

Narrative Description of Property

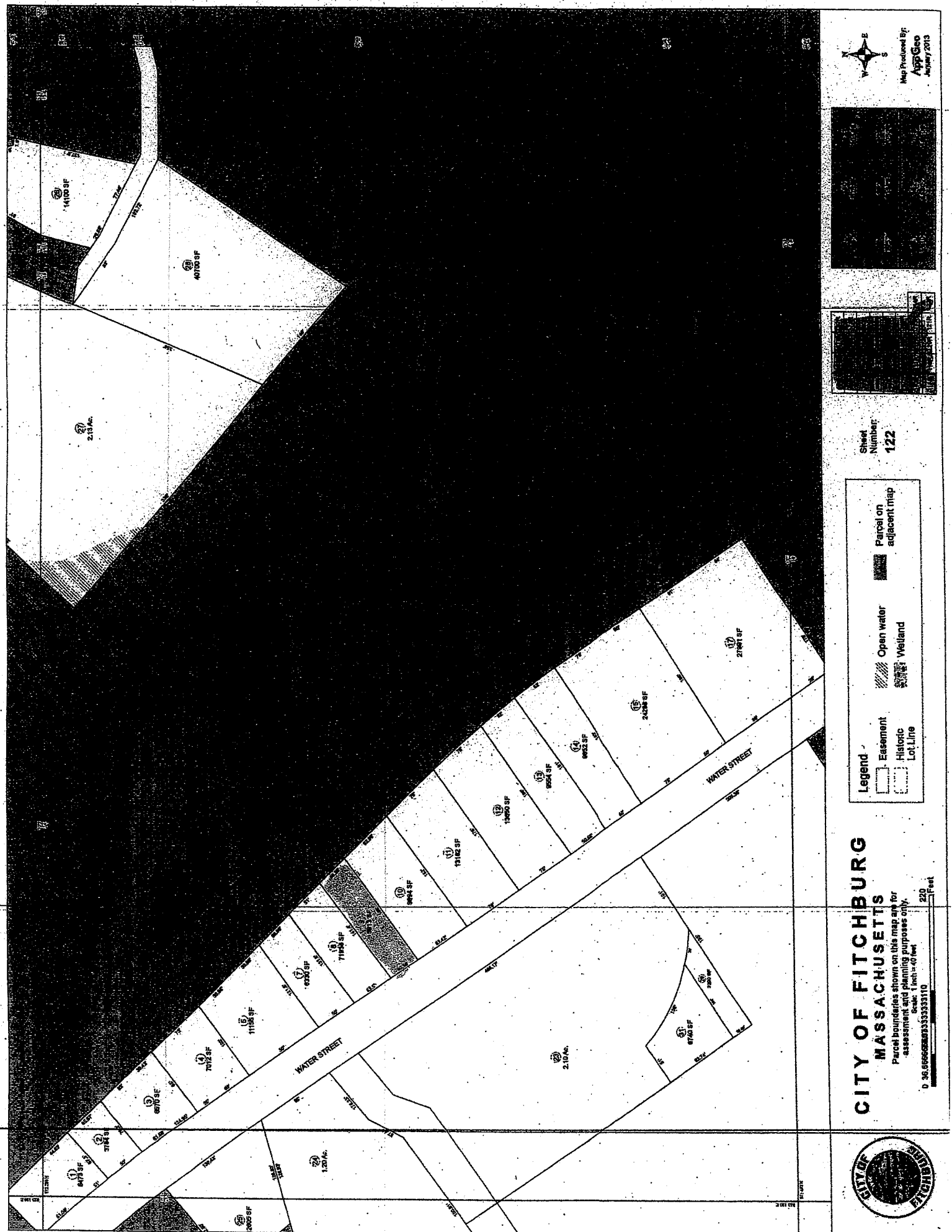
This property contains 0.136 acres of land mainly classified as POTENTL with a(n) N/A style building, built about N/A, having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Petitions (cont)



*City of Fitchburg,*

September 6, 2016

Petitions (cont)



**CALVIN D. BROOKS**  
Treasurer

## City of Fitchburg

OFFICE OF THE TREASURER

166 Boulder Drive  
Fitchburg, MA 01420

978-829-1830  
FAX 978-829-1971

August 12, 2016

Mayor Stephen L. DiNatale

166 Boulder Drive  
Fitchburg, MA 01420

Re: 65 Minneapolis Avenue  
Parcel 202-61-0 Case No. 14 TL 149811

Dear Mayor DiNatale:

Our attorney has advised that on June 20, 2016, Land Court issued judgment in the city's tax lien foreclosure case on the above property. This parcel is land only; there are no buildings. Taxes due on the property, not including interest, are \$18,472.40, and do not include FY2017 property taxes. This amount does include a demolition lien of \$7,644.11.

I have prepared a petition to City Council requesting that they declare this parcel excess of the city's needs and refer it to the Side Yard Sales Program.

Thank you.

Sincerely,

Calvin D. Brooks  
Treasurer

Enc.

Cc: Ken Wilson, Chief Assessor  
Richard Sarasin, City Auditor  
Michelle Shepard, Assistant Treasurer  
Vincent Pusateri, City Solicitor  
NICE Committee-email

Petitions (cont)

[SEAL]

Land Court costs \$875.67

Legal Fees \$2,810.59

Re: 65 Minneapolis Ave (bldg) Assessors: 0202-0061-0

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT



COPY

Case No.: 14 TL 149811

JUDGMENT IN TAX LIEN CASE

City of Fitchburg

vs.

Josephine C. Mangiacotti

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

**ADJUDGED and ORDERED** that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Fitchburg in Worcester County and said Commonwealth:

Land Type  
Recorded

Tax Taking Date  
10/31/2002

Book No.  
4434

Page No.  
18

Document No.

Certificate of Title No.

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER

Deborah J. Patterson  
Recorder

Entered: June 20, 2016

Unofficial Property Record Card

Page 1 of 1

## Unofficial Property Record Card - Fitchburg, MA

## General Property Data

Parcel ID	202-61-0	Account Number	
Prior Parcel ID	-18.983-0.0481	Property Location	65 MINNEAPOLIS AV
Property Owner	MANGIACOTTI, JOSEPHINE C.	Property Use	MOBIL H
Mailing Address	425 BERNARDO DRIVE	Most Recent Sale Date	1/1/1900
City	MORRO BAY	Legal Reference	655-582
Mailing State	CA	Grantor	N/A
Zip	93442	Sale Price	1
Parcel Zoning	RA2	Land Area	0.174 acres

## Current Property Assessment

Land Value	17,700	Building Value	2,400	Total Value	20,700
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## Building Description

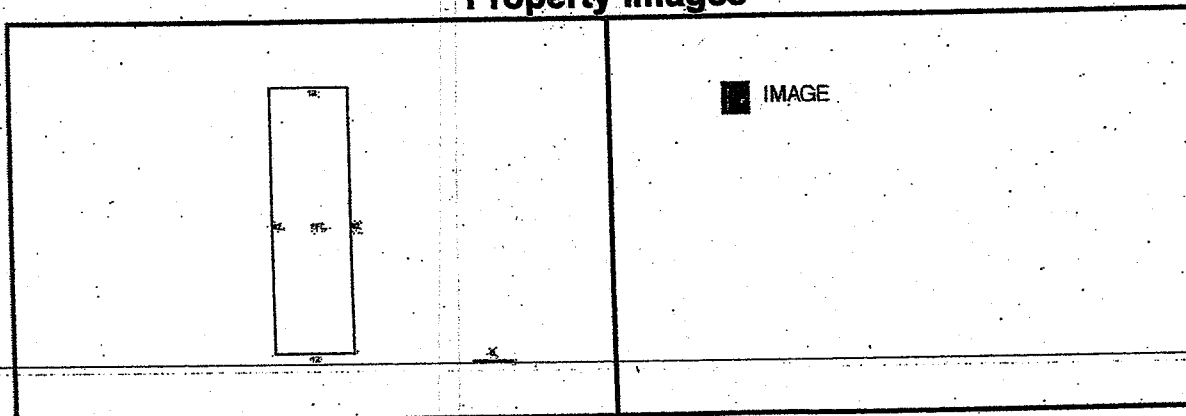
Building Style	MOBILE HM	Foundation Type	CONCRETE	Flooring Type	SOFTWOOD
# of Living Units	1	Frame Type	WOOD	Basement Floor	N/A
Year Built	1961	Roof Structure	FLAT	Heating Type	FORCED H/A
Building Grade	FAIR	Roof Cover	METAL	Heating Fuel	OIL
Building Condition	POOR	Siding	ALUMINUM	Air Conditioning	0%
Finished Area (SF)	504	Interior Walls	PLYWD PANL	# of Bsmt Garages	0
Number Rooms	3	# of Bedrooms	1	# of Full Baths	1
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	0

## Legal Description

## Narrative Description of Property

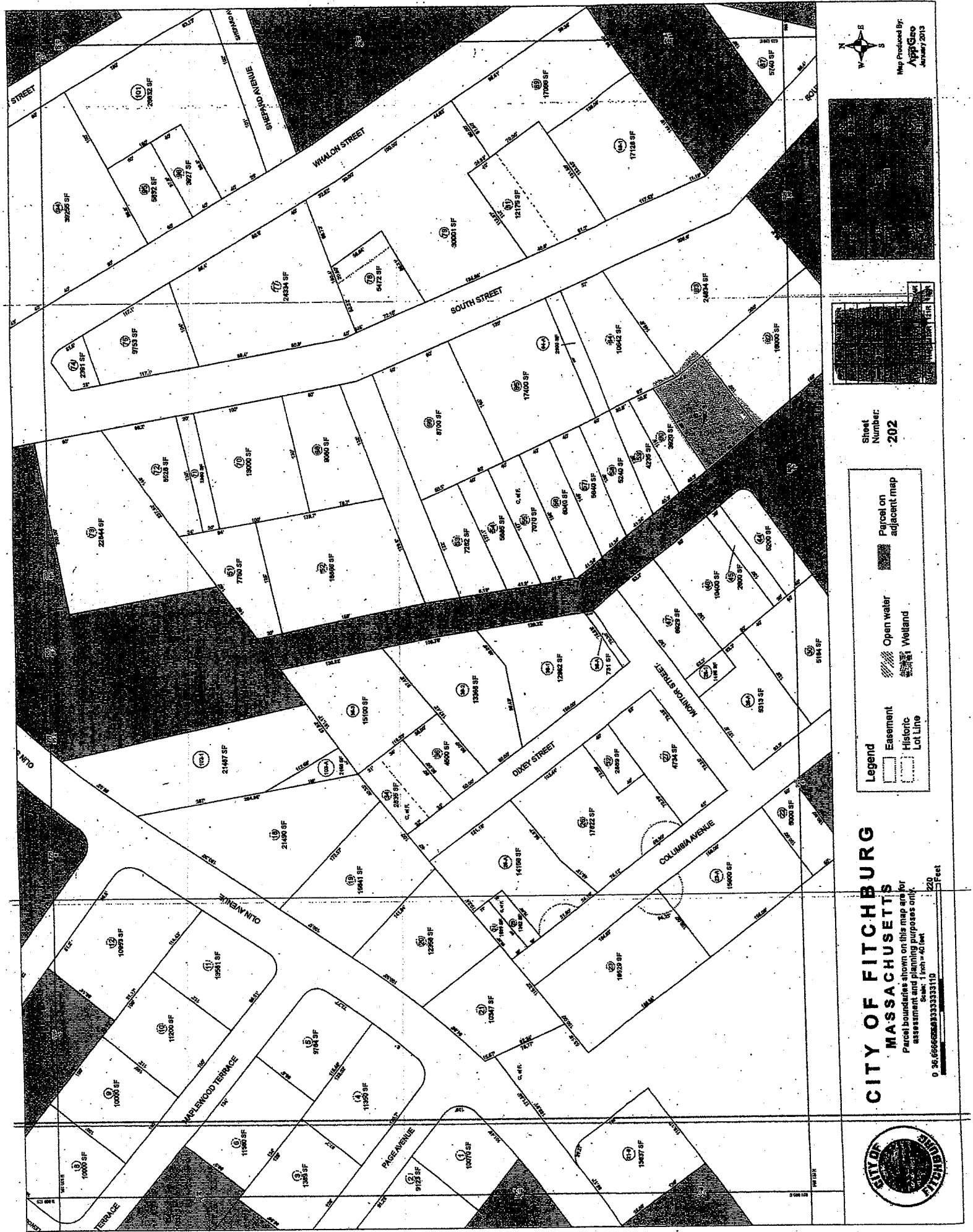
This property contains 0.174 acres of land mainly classified as MOBIL H with a(n) MOBILE HM style building, built about 1961, having ALUMINUM exterior and METAL roof cover, with 1 unit(s), 3 room(s), 1 bedroom(s), 1 bath(s), 0 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Petitions (cont)



*City of Fitchburg,*

September 6, 2016

Petitions (cont)



**CALVIN D. BROOKS**  
Treasurer

**City of Fitchburg**

OFFICE OF THE TREASURER

166 Boulder Drive  
Fitchburg, MA 01420

978-829-1830  
FAX 978-829-1971

August 12, 2016

Mayor Stephen L. DiNatale  
166 Boulder Drive  
Fitchburg, MA 01420

Re: Garnet Street  
Parcel 31-34-2 Case No. 15 TL 000674

Dear Mayor DiNatale:

Our attorney has advised that on June 9, 2016, Land Court issued judgment in the city's tax lien foreclosure case on the above property. This parcel is land only; there are no buildings. Taxes due on the property, not including interest, are \$5,274.91, and do not include FY2017 property taxes.

I have prepared a petition to City Council requesting that they declare this parcel excess of the city's needs and refer it to the Side Yard Sales Program.

Thank you.

Sincerely,

Calvin D. Brooks  
Treasurer

Enc.

Cc: Ken Wilson, Chief Assessor  
Richard Sarasin, City Auditor  
Michelle Shepard, Assistant Treasurer  
Vincent Pusateri, City Solicitor  
NICE Committee-email

Petitions (cont)

Court costs \$561.42

Legal Fees \$1,196.74

[SEAL]

RE: Garnet St - Assessors: 0031-0034-2

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

COPY

Case No.: 15 TL 000674

JUDGMENT IN TAX LIEN CASE

City of Fitchburg

vs.

Michael J Larkin, Jr.

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

**ADJUDGED and ORDERED** that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Fitchburg in Worcester County and said Commonwealth:

Land Type  
Recorded

Tax Taking Date  
03/23/2009

Book No.  
6908

Page No.  
120

Document No.

Certificate of  
Title No.

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER

Deborah J. Patterson  
Recorder

Entered: June 9, 2016

Unofficial Property Record Card

Page 1 of 1

Unofficial Property Record Card - Fitchburg, MA

General Property Data

Parcel ID 31-34-2	Account Number
Prior Parcel ID -21.335-0.04286	Property Location 0 GARNET ST
Property Owner LARKIN, MICHAEL J. JR.	Property Use POTENTL
Mailing Address 10 MAPLE ST. SUITE 302	Most Recent Sale Date 7/28/2006
City MIDDLETON	Legal Reference 6191-042
Mailing State MA Zip 01949	Grantor LARKIN, MICHAEL J. JR.,
Parcel Zoning RB	Sale Price 1
	Land Area 0.258 acres

Current Property Assessment

Land Value 23,900	Building Value 0	Total Value 23,900
-------------------	------------------	--------------------

Building Description

Building Style	Foundation Type	Flooring Type N/A
# of Living Units 0	Frame Type	Basement Floor N/A
Year Built N/A	Roof Structure	Heating Type N/A
Building Grade	Roof Cover	Heating Fuel N/A
Building Condition N/A	Siding	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

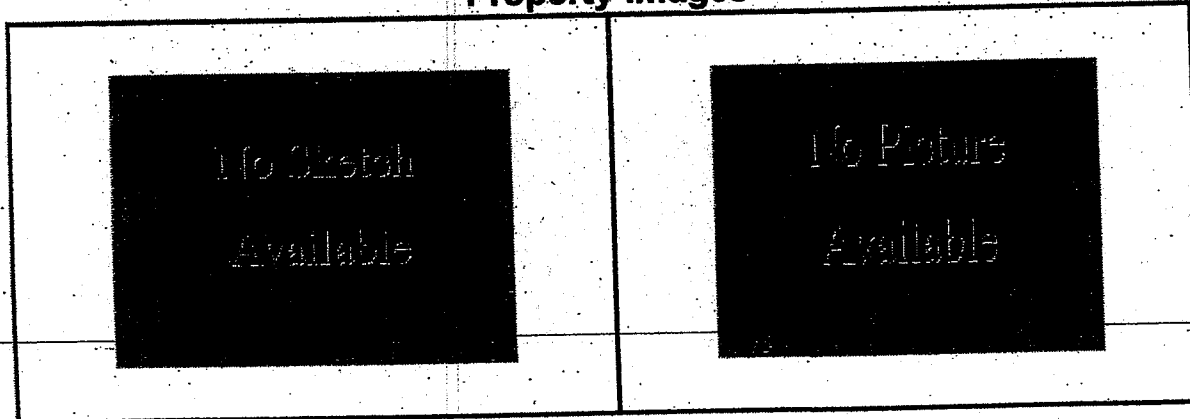
Legal Description

9/1/05 PLAN 458 PG. 17

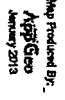
Narrative Description of Property

This property contains 0.258 acres of land mainly classified as POTENTL with a(n) style building, built about N/A, having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



*City of Fitchburg,*

September 6, 2016

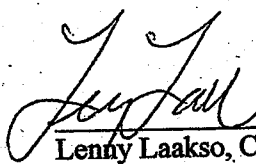
Petitions (cont)

217-16. Lenny Laakso, DPW Commissioner, to accept a grant of easement to acquire a flood mitigation easement by purchase, gift, or taking by eminent domain, from Oak Hill Country Club of 840 Oak Hill Road, Fitchburg, MA 01420 as shown on the attached plan of easement, said easement being necessary to mitigate flooding issues in the Shea Street neighborhood.

**TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG**

**Ladies and Gentlemen:**

**The undersigned Petitions your Honorable Body to accept a grant of easement to acquire a flood mitigation easement by purchase, gift, or taking by eminent domain, from Oak Hill Country Club, of 840 Oak Hill Road, Fitchburg, MA 01420, as shown on the attached Plan of Easement, said easement being necessary to mitigate flooding issues in the Shea Street neighborhood.**



Lenny Laakso, Commissioner  
Department of Public Works

16 AUG 31 16 02  
FITCHBURG CITY CLERK

Petitions (cont)

"GRANT OF EASEMENT"

Know all men by these presents that Oak Hill Country Club, of 840 Oak Hill Road, Fitchburg, MA 01420 (hereinafter referred to as "Grantor"), for less than one hundred dollars (\$100.00) paid, grants to the City of Fitchburg, a Massachusetts municipal corporation having its usual place of business at 166 Boulder Drive, Fitchburg, MA, its successors and assigns forever (hereinafter referred to as the "Grantee"), with quitclaim covenants, the perpetual right and easement to install, access, use, repair, reconstruct, operate, maintain, inspect, replace and remove a new flood control swale, including appurtenances, thereto, along a strip of land adjacent to the Grantee's Right-of-Way along Shea Street, containing 84,917 square feet, more or less, and being more particularly described as follows (the "Easement Area"), and as shown and delineated on the plan of land to be recorded herewith and attached hereto as Exhibit "A":

BEGINNING at a point on the northwesterly sideline of Shea St., 1,341.04' southwesterly of Shea St. bound #5;

THENCE southwesterly by sideline of Shea St. 1,254.16' to a point;

THENCE northwesterly 67.71' to a point;

THENCE northeasterly 1,254.16' to a point;

THENCE southeasterly 67.61' to place of beginning.

The corner boundary points of the Easement Area shall be identified by iron rods installed by the Grantee.

In connection with the exercise of its rights with respect to this easement, the Grantee and its employees, contractors and agents shall have the right of ingress and egress by foot or by vehicle to the Easement Area over only that portion of the Grantor's appurtenant property as is reasonably necessary in order to fulfil Grantee's objectives and obligations as set forth in this Grant of Easement.

The Grantee's rights with respect to the Easement Area shall be non-exclusive, and the Grantor and its successors and assigns shall retain all rights to use the Easement Area; provided that such use does not materially interfere with the operation or maintenance of the flood control swale.

840 Oak Hill Road, Fitchburg, MA

Said easement being over, under and through a portion of the premises conveyed to Grantor by deed of Katherine M. Durkin, dated May 13, 1959, and recorded in the Worcester Northern District Registry of Deeds in Book 838, Page 58, as shown on a plan of land drawn by Alden S. Marble & Associates, C.E.'s for Oak Hill County Club and dated June 17, 1957.

This easement is being granted in consideration of the Grantee's agreement to comply with the following terms and conditions:

1. Grantee shall design and construct two road crossings over the flood control swale for access to Grantor's adjacent property. These crossings shall meet all requirements of the City of Fitchburg for a private roadway; shall be completed within one year of the completion of the flood control swale; and shall be constructed in such locations as Grantor may determine.
2. Grantee shall install piping stubs for water and sewer connections in two separate locations on Grantor's adjacent property on the westerly side of the flood control swale. Such piping shall be installed within one year of the completion of the flood control swale and shall meet all requirements of the City of Fitchburg which are applicable to its use for the provision of water and sewer service to residential properties on the Grantor's property.
3. During the construction of the swale, Grantee shall remove the existing berm, jersey barriers, bituminous material, concrete, rock, other debris and woody vegetation from the westerly side of Shea Street, beginning at Autumn Drive and extending north to Alice Avenue.
4. Following completion of the flood control swale and the improvements described hereinabove, Grantee shall repair, regrade, loam, seed and fully restore the disturbed easement area.
5. Following completion of the flood control swale, Grantee shall cause the swale to be visually inspected on a quarter annual basis and after all major storm events (two inches or more of rain) for a duration of two years. If no issues are discovered during this period of two years, thereafter the Grantee shall cause the swale to be visually inspected on a biannual basis, with one inspection occurring during the spring of each year and one occurring during the fall of each year, and after all major storm events (two inches or more of rain). The Grantee's inspector shall walk the entire length of the swale to look for debris, accumulated sediment, evidence of clogged pipes, overgrown vegetation and evidence of the presence of hazardous materials. In the event that any of the foregoing conditions are discovered, the Grantee shall promptly initiate appropriate corrective actions.
6. The Grantee shall be responsible for causing the flood control swale and adjacent grassy areas within the Easement Area to be mowed not less than two times per year and shall cause all accumulated sediment within the flood control swale and all debris within the Easement Area to be removed not less frequently than once each calendar year.

Petitions (cont)

7. If Grantee fails to fulfill its inspections and maintenance obligations as set forth herein, the Grantor shall have the right to perform such work on behalf of the Grantee, after prior written notice to the Grantee, and the Grantee shall be required to reimburse the Grantor for all costs and expenses incurred by the Grantor in fulfilling the obligations of the Grantee within 30 days of receipt of an itemized invoice from the Grantor.

The provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For: Oak Hill Country Club

By: \_\_\_\_\_  
Richard Bagley, President

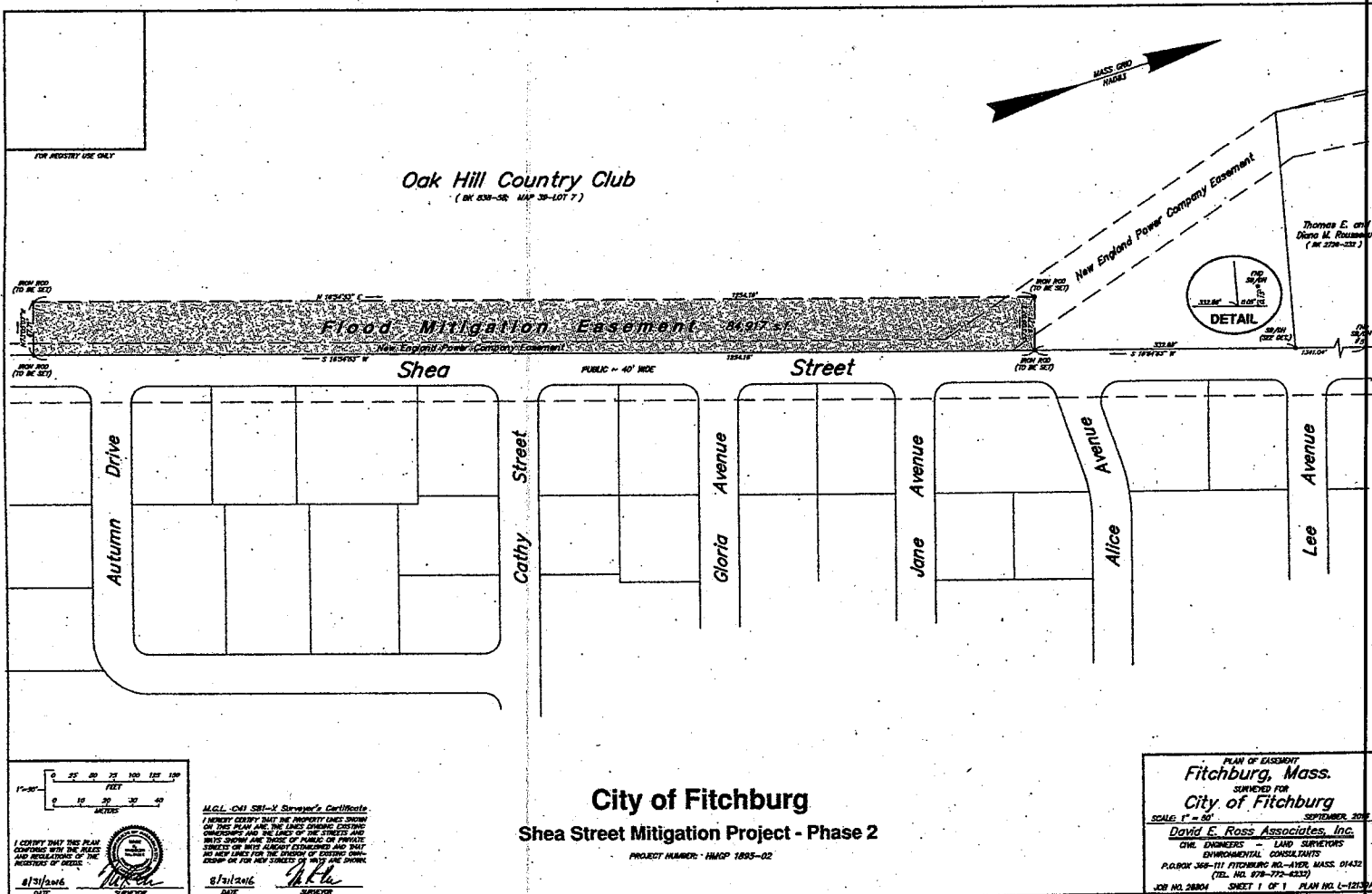
COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF WORCESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared RICHARD BAGLEY, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission Expires: \_\_\_\_\_



Petition granted under Suspension of the Rules by unanimous vote. 11 members present. Board consists of 11 members.

## Petitions (cont)

The following Petition was referred to the City Property Committee:

- 218-16. Scott Ellis, Airport Manager, to authorize his Honor Mayor Stephen L. DiNatale, to execute a utility easement for 567 Crawford Street, Fitchburg, MA. For reason says, Verizon requires an easement prior to placing utility services on the Fitchburg Municipal Airport property located at 567 Crawford St.

**TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG**

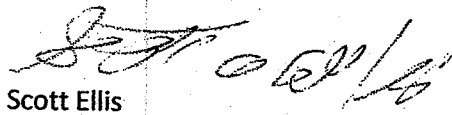
Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

To authorize his Honor Mayor Stephen L. DiNatale to execute a utility easement for 567 Crawford Street, Fitchburg Massachusetts.

For reason says, Verizon requires an easement prior to placing utility services on the Fitchburg Municipal Airport property located at 567 Crawford Street.

Respectfully submitted,

  
Scott Ellis  
Airport Manager

FITCHBURG CITY CLERK  
16 SEP - 1 09 12

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that the CITY OF FITCHBURG, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business at City Hall Offices, 166 Boulder Drive, Fitchburg, Massachusetts 01420 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, grants to VERIZON NEW ENGLAND, INC., a New York corporation, having its principal place of business at 125 High Street, Oliver Tower, 7<sup>th</sup> Floor, Boston, Massachusetts 02110, its successors and assigns. (hereinafter referred to as the Grantee) with quitclaim covenants, the following rights and easements:

**OVERHEAD SYSTEM**

Grantor grants to Grantee the exclusive and perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission and/or distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current, lines to consist of, but not limited to, two (2) poles with wires and cables installed thereon, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") over, across, under and upon the Grantor's land in Fitchburg, Worcester County, Massachusetts to serve Grantor's property and others.

Said OVERHEAD SYSTEM is to be installed on Grantor's property, which is located on the easterly side of Crawford Street, to originate from Pole T.4, which is located easterly side of Crawford Street and the northerly side of Boulevard Street, then proceed in a southwesterly direction over, across and upon land of the Grantor to new Pole T.5, then continue in a southwesterly direction over, across and upon land of the Grantor to new Pole T.6, to become established by and upon the final installation thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to,

Return to: Albert Bessette, Jr.,  
Right of Way Manager  
Verizon  
365 State Street  
Springfield, MA 01105

## Petitions (cont)

maintain, operate and patrol and otherwise change said OVERHEAD SYSTEM and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns and to clear and keep cleared the portions and areas of the premises wherein the OVERHEAD SYSTEM is specifically located of such trees, shrubs, bushes, structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the OVERHEAD SYSTEM.

It is agreed that the OVERHEAD SYSTEM shall remain the property of the Grantee, its successors and assigns. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said OVERHEAD SYSTEM. The rights and easement herein granted are over, across and upon a certain parcel of land being part of the Fitchburg Airport property and more particularly shown on the City of Fitchburg Assessor's Map Parcel ID: 122R-5-0.

## UNDERGROUND SYSTEM

Grantor grants to Grantee the perpetual right and easement to lay, construct, reconstruct, operate, maintain, replace and remove LINES for the transmission of intelligence and telecommunications upon, over, under and across the land of Grantor, located in Fitchburg, Worcester County, Massachusetts.

The above granted rights being more particularly described as the perpetual right to construct, reconstruct, operate, maintain, replace and remove UNDERGROUND CABLES, pipes, conduits, hand holes and such surface testing terminals, pedestals, repeaters, markers, and other appurtenances with wires and/or cables therein as the Grantee may from time to time desire within a ten foot strip of land beginning at new pole T.6 and running in a southwesterly direction a distance of approximately three hundred (300) feet to the building at 567 Crawford Street and then into an interior terminal room of, all of which shall then become permanent upon placement of the aforementioned facilities, with the right to cut down and keep trimmed all trees, bushes, underbrush and growth including the foliage thereon as Verizon may from time to time deem necessary for the safe operation of said lines.

The herein granted right and easement is more particularly described as that certain strip(s) of land situated within and along said Grantor's land for Verizon to install the necessary cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained exclusively by said Verizon for the transmission and distribution of intelligence and communication by electricity or otherwise to serve Grantor's property and others. It is also agreed that any cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not,

shall be and remain exclusively the property of Verizon, its successors and assigns, as its interest appears.

Verizon shall have the right to connect such conduits, manholes, cables and wires with the poles, conduits, cables and wires which are located or which may be placed in parcels of land, private ways, public ways or streets within, adjacent or contiguous to the aforesaid premises. Permission is herein granted to enter said private way, strips of land and premises for all the above purposes.

It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within the above described easement area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the easement area. Grantor shall have the right to use the easement area herein granted for any purpose not inconsistent with the rights granted to Verizon hereunder.

Also with the further perpetual right and easement from time to time to renew, repair, replace, add to, maintain, operate, patrol and otherwise change said underground system and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment Verizon, its successors and assigns. However, said Verizon, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

For Grantor's title, see deed dated July 29, 1940 and recorded with the Worcester County Northern District Registry of Deeds at Book 569, Page 551.

IN WITNESS WHEREOF, the Grantor has hereunto caused its corporate seal to be affixed hereto and these presents to be signed, acknowledged and delivered in its name, and on its behalf, by STEVEN L. DINATALE, its Mayor, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF FITCHBURG

\_\_\_\_\_  
STEVEN L. DINATALE, Mayor

Petitions (cont)

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, ss \_\_\_\_\_, 2016

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned  
notary public, personally appeared STEVEN DINATALE, proved to me through  
satisfactory evidence of identification, which was \_\_\_\_\_  
\_\_\_\_\_ (source of identification) to be the person whose name is signed on the preceding  
or attached document, and acknowledged to me that he signed it voluntarily for its stated  
purpose as Mayor of Fitchburg.

Before me,

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Approved and Adopted by the Fitchburg City Council at a public meeting held on  
\_\_\_\_\_, 2016, on a call of yeas and nays.

\_\_\_\_\_ Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Abstain

I hereby certify the vote of the Fitchburg City Council on this \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, 2016

\_\_\_\_\_  
Anna M. Farrell  
City Clerk

The following Petition was referred to the Legislative Affairs Committee:

- 219-16. Vincent P. Pusateri, II, Esquire, to enact Chapter 72 Article III Section 6-9 of the City of Fitchburg Ordinance, entitled "Stretch Energy Code" as outlined in the enclosed Petition.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

16 AUG 31 14 00

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

To enact Chapter 72 Article III section 6-9 of the City of Fitchburg ordinance, entitled "Stretch Energy Code" for the purpose of regulating the design and construction of buildings for the effective use of energy, pursuant to Appendix 115.AA of the Massachusetts Building Code, 780 CMR, the Stretch Energy Code, including future editions, amendments or modifications thereto, with an effective date of January 2, 2017.

Respectfully submitted,

Vincent P. Pusateri, II, Esquire  
City Solicitor for the City of Fitchburg

**Chapter 72 Article III**  
**STRETCH ENERGY CODE**

**§ 72-6 Definitions**

**§ 72-7 Purpose**

**§ 72-8 Applicability**

**§ 72-9 Stretch Code**

**§ 72-6 Definitions**

**International Energy Conservation Code (IECC)** - The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency, and is updated on a three-year cycle. The baseline energy conservation requirements of the MA State Building Code are the IECC with Massachusetts amendments, as approved by the Board of Building Regulations and Standards.

**Stretch Energy Code** - Codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA of the 9th edition Massachusetts building code, the Stretch Energy Code is an appendix to the Massachusetts building August 2016 code, based on further

## Petitions (cont)

amendments to the International Energy Conservation Code (IECC) to improve the energy efficiency of buildings built to this code.

**§ 72-7 Purpose**

The purpose of 780 CMR 115.AA is to provide a more energy efficient alternative to the Base Energy Code applicable to the relevant sections of the building code for new buildings.

**§ 72-8 Applicability**

This code applies to residential and commercial buildings. Buildings not included in this scope shall comply with 780 CMR 13, 34, 51, as applicable.

**§ 72-9 Stretch Code**

The Stretch Code, as codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA, including any future editions, amendments or modifications, is herein incorporated by reference into the City of Fitchburg General Ordinance, Chapter 72. The Stretch Code is enforceable by the inspector of buildings or building commissioner.

The following Petitions were referred to the Planning Board and Public Hearing November 1, 2016:

- 220-16. Fitchburg Planning Board, to amend the Fitchburg Zoning Ordinance by revising the following definitions in Section 181.10, Definitions, by inserting the phrase in italics below: (re: Light Manufacturing, Manufacturing, Research and Testing as outlined in the petition.)

REPORT

The Committee on

to which was referred this petition recommend that the petition be granted, be given leave to withdraw.

In City Council

Report Read and Accepted

Clerk

No. - 2016

PETITION

of

Fitchburg Planning Board

To amend the Fitchburg Zoning Ordinance by revising the following definitions in Section 181.10, Definitions: (Light Manufacturing, Manufacturing, Research and Testing) as outlined in the petition.

Per vote of the Planning Board.

In City Council

September 6, 2016

Referred to Committee on

Anna M. Farrell

Clerk

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Amend the Fitchburg Zoning Ordinance by revising the following definitions in Section 181.10, Definitions, by inserting the phrase in italics below:

LIGHT MANUFACTURING - The production, fabrication, processing or assembly of goods, including renewable or alternative energy manufacturing,...

MANUFACTURING - The production, fabrication, processing or assembly of goods, including renewable or alternative energy manufacturing,...

RESEARCH AND TESTING - Investigation and/or testing of goods and/or equipment, including renewable or alternative energy research and development facilities,...

Per vote of the Fitchburg Planning Board

Michael J. Chana  
Fitchburg Planning Board

16 SEP - 1 09 23

TO THE HONORABLE CITY  
COUNCIL OF THE CITY OF  
FITCHBURG  
16 SEPTEMBER 23

Petitions (cont)

221-16. Fitchburg Planning Board, to amend the Fitchburg Zoning Map by changing the Industrial Zoning District (1) to the Central Business District (CDB) the following parcels on the Westerly side of Bemis Road at Duck Mill Road. (As listed in the petition.)

REPORT

PETITION

No. - 2016

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

16 SEP - 1 09 23  
TO THE HONORABLE CITY  
COUNCIL OF THE CITY OF  
FITCHBURG

The Committee on

Fitchburg Planning Board

to which was referred this petition recom-  
mend that the petition be granted, be given  
leave to withdraw.

to amend the Fitchburg Zoning Map by  
changing from the Industrial Zoning  
District (I) to the Central Business  
District (CDB) the following parcels  
on the Westerly side of Bemis Road  
at Duck Mill Road as shown on the  
petition.

In City Council

In City Council

September 6, 2016

Referred to Committee on

Report Read and Accepted

Anna M. Farrell

Clerk

Clerk

Per vote of the Fitchburg Planning Board

Michael J. Farrell  
Fitchburg Planning Board

Amend the Fitchburg Zoning Map by  
changing from the Industrial Zoning District  
(I) to the Central Business District (CBD)  
the following parcels on the Westerly side of  
Bemis Rd. at Duck Mill Rd.:

(Map-Lot-Block)

140-4-0  
140-5-0  
140-6-0  
140-11-0  
140-12-0  
133-1-0  
133-2-0  
133-3-0  
133-4-0  
133-5-0  
132-21-0  
132-24-0  
132-25-0

City of Fitchburg,

September 6, 2016

Petitions (cont)

The following Petitions were referred to the Public Safety Committee:

222-16. Pavlos Amanatidis, Auto Sales & Imports, LLC, to petition for a Class II Dealer's License at 1033 Main Street, Fitchburg.

THE COMMONWEALTH OF MASSACHUSETTS

City OF Fitchburg

FITCHBURG CITY CLERK

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a .....  
class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with  
the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? ..... Auto Sales & Imports, LLC.....

Business address of concern. No. .... 1033 Main Street ..... St.,  
..... Fitchburg ..... City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? .....  
..... LLC. (limited Liability Corporation).....

3. If an individual, state full name and residential address.

n/a

4. If a co-partnership, state full names and residential addresses of the persons composing it.

n/a

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

xxxxxx

Secretary

xxxxxx

Treasurer

xxxxxx

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? yes

If so, is your principal business the sale of new motor vehicles? no

Is your principal business the buying and selling of second hand motor vehicles? yes

Is your principal business that of a motor vehicle junk dealer? no

Petitions (cont)

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

..... See attached survey .....

.....

.....

.....

.....

8. Are you a recognized agent of a motor vehicle manufacturer? ..... no .....  
(Yes or No)

If so, state name of manufacturer .....

.....

9. Have you a signed contract as required by Section 58, Class 1? ..... n/a .....  
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? ..... no .....  
(Yes or No)

If so, in what city — town .....

Did you receive a license? ..... For what year? .....  
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? ..... no .....  
(Yes or No)

.....

.....

.....

.....

Sign your name in full. *Rus* *Quis* .....  
(Duly authorized to represent the concern herein mentioned)

Residence. 48 GODDARD ST. FITCHBURG

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH  
FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULT IN THE REJECTION OF  
YOUR APPLICATION OR THE SUBSEQUENT  
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICATION FOR A LICENSE TO BUY, SELL,  
EXCHANGE OR ASSEMBLE SECOND HAND  
MOTOR VEHICLES OR PARTS THEREOF.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. ....

Class II License No. ....

Name Auto Sales & Imports, LLC

St. and No. 1033 Main Street

City - Town Fitchburg, MA

Date Issued

In City Council September 6, 2016

Remarks

Petitions (cont)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation .....  
(Approved or Disapproved)

License No. .... granted.....19.... Fee \$.....

Signed.....

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

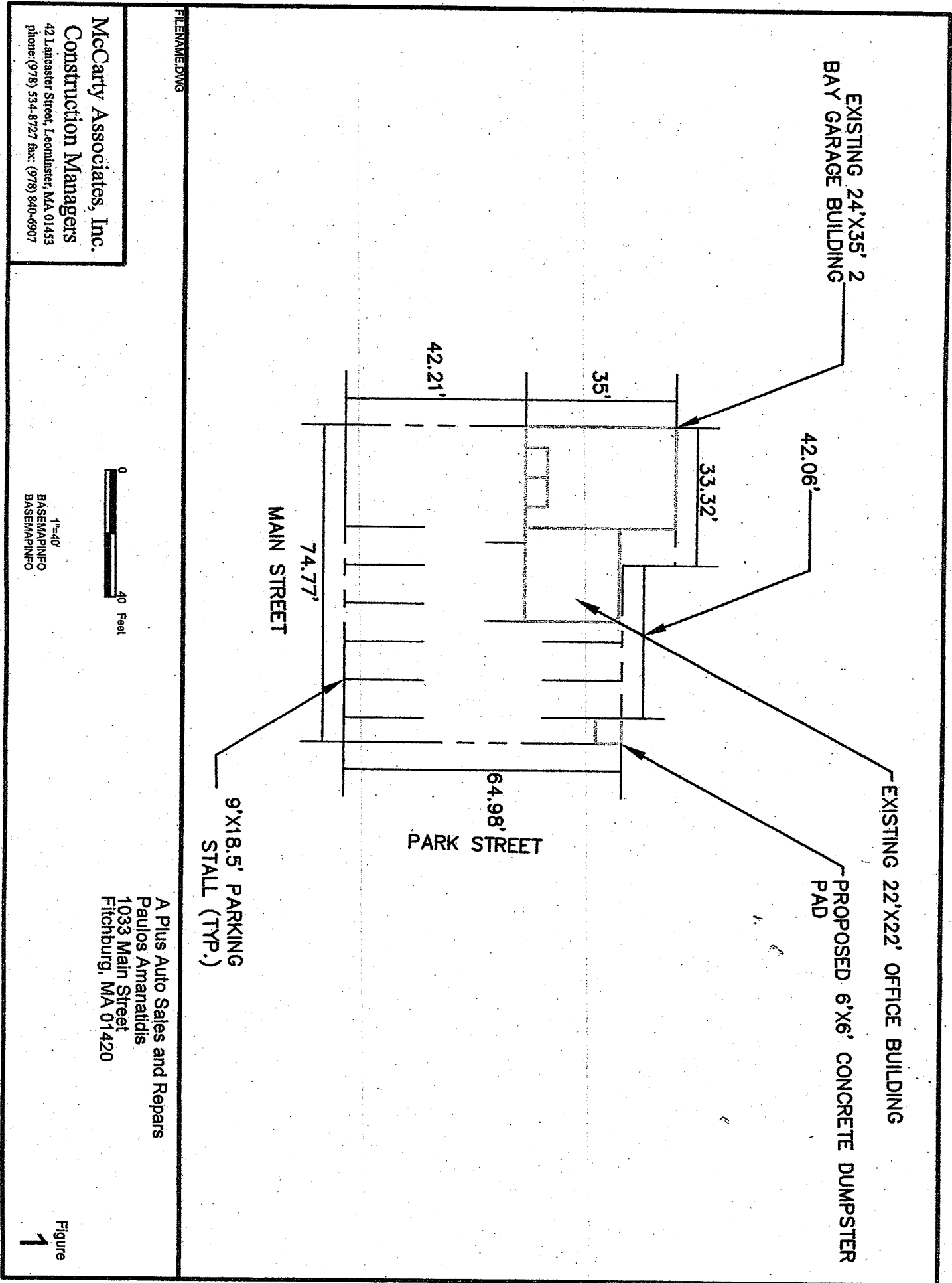
Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied thereto by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

Petitions (cont)



Petitions (cont)



**ROBERT LANCIANI**  
Building Commissioner

**JOHN MORREALE**  
Local Building Inspector

**DAVID LOVERING**  
Local Building Inspector

**Fitchburg, Massachusetts**  
Office of the  
Building Commissioner

**HARRY D. PARVIAINEN**  
Inspector of Wires

**WAYNE LITTLE**  
Plumbing/Gas Inspector

March 31, 2016

A-Plus Auto  
Pavlos Amaniatis & Santos Jose Santos  
1033 Main St  
Fitchburg, MA 01420

RE: Zoning Determination for 1033 Main St, Map 18 Block 90 Lot 0

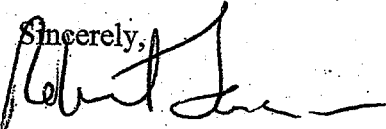
Dear Mr Amaniatis & Mr. Santos:

I have reviewed your letter of March 24, 2016, regarding a zoning determination for 1033 Main St, Map 18 Block 90 Lot 0 and my findings are as follows:

1. Land and buildings at 1033 Main St, Map 18 Block 90 Lot 0 are located in a Central Business District (Zoning Map of the City of Fitchburg and Chapter 181, Section 181.23 of the General Ordinances of Fitchburg as amended).
2. It is now your intent to occupy the building at 1033 Main St, Map 18 Block 90 Lot 0 for Automobile sales business and repair services, uses not permitted as a matter of right within the Central Business District.
3. There was a Special Permit for the property issued by the Zoning Board of Appeals ZBA 2012-35 that has been revoked by the Board of Zoning Appeals due to failure to appear before the Board.

Approval for automotive sales and repair businesses can not be granted and your request is denied. You may however appeal our decision to the Zoning Board of Appeals. Applications for a Special Permit can be obtained from the City Clerk's office Located at 166 Boulder Drive.

If you have any questions regarding this zoning determination, please feel free to write or call this office.

Sincerely,  
  
Robert Lanciani  
Building Commissioner

City Hall 718 Main St. Fitchburg, MA 01420 (978) 345-9596 Fax (978) 345-9591



Robert Lanciani  
BUILDING COMMISSIONER

Fitchburg, Massachusetts  
Office of the  
Building Commissioner

134754  
Cash  
\$30

FORM OF INTENT  
Please Print Clearly

FEE: \$30.00

Zoning District: \_\_\_\_\_  
Map Block Lot .

PRINT LEGIBLY THE FOLLOWING:

NAME OF BUSINESS: A PLUS AUTO SALES + A PLUS AUTO REPAIR

NAME OF OWNER: PAULOS AMANATIDIS - SANTOS JOSE SANTOS

LOCATION OF REQUEST: 1033 MAIN ST FITCHBURG MA 01420

MAILING ADDRESS: SAME

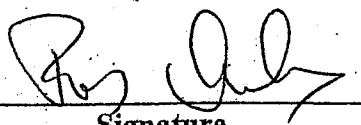
DAYTIME PHONE NUMBER: 978-868-4254-781-839-0334

PRINT A COMPLETE EXPLANATION ABOUT YOUR BUSINESS OR INTENTIONS:

AUTO REPAIRS - AND AUTO SALES

MAR 29 16 14:44

PAULOS AMANATIDIS  
Print Name

  
Signature

MAR-29-16  
Date

The following information is required with all forms submitted:

1. Floor plan of how the business or use is going to be set up within the principal structure
  2. Certified plot plan showing adequate off street parking & setbacks to property lines.
- Failure to print legibly will delay the determination letter.

Petitions (cont)



The City of Fitchburg  
ZONING Board of APPEALS  
166 Boulder Drive – Suite 108  
Fitchburg, Massachusetts

FITCHBURG CITY CLERK

16 JUL 21 10 33

**DECISION OF THE ZONING BOARD OF APPEALS**

Members in Attendance: Lauren McNamara – Chair, Michael McLaughlin – CO-Chair, Joseph Byrne  
Joseph Marrama, Anthony Zarrella, (Ann Phillips) & (Nicholas Squailia)

Case No. ZBA-2016-15

Petitioner: Pavlos Amaniatis

**Land Affected: 1033 MAINST**

Public meeting was held on July 12, 2016 at 7:00PM at the Senior Center, 14 Wallace Av., Fitchburg, Massachusetts for a Special Permit to occupy land and building for Automobile Sales & Repair services located in the Central Business District at 18/90/0

At this time the Board of Zoning Appeals finds:

- A. Social, economic or community need are served because there is a need to buy and repair cars and petitioner will be buying and repairing cars
- B. Traffic flow and safety are addressed by the parking plan
- C. The surrounding structures and residential and commercial and this will not affect the neighborhood character or structures
- D. With conditions listed, this business will not be detrimental to the neighborhood or the City of Fitchburg

With the above findings, the Zoning Board of Appeals voted 5-0 to Approve the Review under §181.23 with the following conditions:

- 1. Not more than 5 cars for sale
- 2. Auto repairs to be done inside the building
- 3. Not to be operated as a nuisance
- 4. No dismantled or damaged vehicles stored on the lot
- 5. 6' white vinyl fence placed around the dumpster
- 6. Replace existing fence with a white vinyl fence on the left side of the property
- 7. No outside storage of auto parts
- 8. Professional signage only, no vinyl banners etc.
- 9. Review in 6 months – January 10, 2017
- 10. Hours of Operation: Sunday – Auto Sales 8:00AM-4:00PM and no Auto Repairs.  
Monday-Saturday Auto Sales 8:00AM-8:00PM and Auto Repairs 8:00AM-5:00PM

A Special Permit/Variance/Use Variance may be revoked or modified if the Zoning Board of Appeals finds, after hearing, with notice to parties in interest, that the grantee has violated any condition(s) imposed by the Special Permit/Variance/Use Variance.

**The petitioner, his/her heirs and assigns shall be responsible to the City of Fitchburg for any violations of the Zoning by-laws and for violations of the conditions contained in any decision of the Zoning Board of Appeals. If said violation is found, a fine may be imposed in the amount of \$300.00 per day.**

Any appeals shall be made pursuant to M.G.L. Ch. 40A §17 within twenty (20) days of the date of filing & recording with the City Clerk's Office and the Planning Board

Zoning Board of Appeals

*Lauren McNamara*  
Lauren McNamara - Chair

*City of Fitchburg,*

September 6, 2016

Petitions (cont)

Variance, Special Permit, Use Variance or Constructive Grant of a Variance must be recorded in the Registry of Deeds for the county and district in which the land is located under the owner of record or is recorded and noted on the owner's certificate of title pursuant to M.G.L. Ch.40A §11. Building permit may be applied for at that time from the Building Department with a copy of the decision showing the Book and Page from the Registry of Deeds

Petitions (cont)

223-16. Councillor Angelo Bisol, to install three 1 hour parking spaces at the corner of Day Street and Main Street.

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The following Petition was referred to the Public Works Committee:

224-16. Councillor Angelo Bisol, to repair a berm at the corner of 339 Pearl Street and John Fitch Highway.

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The meeting adjourned at 8:54 P.M.

  
Anna M. Farrell, Clerk

*City of Fitchburg,*.....

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